



PUBLIC NOTICE IS HEREBY GIVEN THAT THE GRAND COUNTY COMMISSION WILL MEET IN
THE

Grand County Commission Chambers 125 East Center Street, Moab, Utah

Times in this agenda are approximate. Commission meetings allow for both in-person or virtual attendance. Remote participation is through Zoom and meetings can be viewed live on YouTube. To call in to the meeting dial: (669) 900 – 6833 Use Meeting ID: 851 7082 0571 # Password (if needed): 214317. To unmute press *6.

[Grand County Utah Government Live on YouTube](#)
[Join the Zoom Meeting](#)

1. **Water Workshop - 2:30 Pm**

2. **Call To Order**

3. **Pledge Of Allegiance**

4. **Citizens To Be Heard**

We are receiving public comments by phone and online through Zoom. Dial: (669) 900 - 6833 Meeting ID: 851 7082 0571 # Password (if needed): 214317

Link: <https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdEiCeJUXtUIFeXFoZHNQQT09>

When joining the meeting, you will be placed in a waiting room and be added to the meeting by the moderator. Your comments will be recorded and on YouTube. (*Unmute for public comment: *6*)

5. **Presentations (15 Min)**

6. **Department Reports (15 Min)**

6.A. **Grand Center Report**

Lorette (Yordy) Eastwood, Grand Center Director

7. **Agency Reports (15 Min.)**

8. **Approval Of Minutes**

Gabriel Woytek, Clerk/Auditor

Documents:

[7.19 REG GCC MINUTES DRAFT.pdf](#)

[7.14 GCC EMERGENCY MEETING DRAFT.pdf](#)

9. **Ratification Of Bills And General Reports**

- Ratification of Payment of Bills
- Commission Member Disclosures
- General Commission Reports and Future Considerations
- Elected Official Reports
- Commission Administrator Report

10. **Citizens To Be Heard - 6:00 Pm**

11. **General Business - Action Items - Discussion And Consideration Of Approval**

11.A. **Moab UMTRA Annual Statement**

Documents:

[Agenda Summary CUP UMTRA.pdf](#)
[MoabAnnualStatement2022__FINAL.pdf](#)
[TransmtlLtr_2022ASCC_FinalSigned.pdf](#)

11.B. **Approval Of The Non-Disclosure Agreement Forms For The MOAB! Tourism Grant And STAR Business Grant Evaluation Committees**

August Granath, Grand County Economic Development Director

Ben Alter, Grand County Economic Development Specialist

Documents:

[01_AGENDA SUMMARY_Local Business Grants NDA Eval Comm 2022 approval.pdf](#)
[02_NDA form_STAR Business Grant Evaluation Committee 2022.pdf](#)
[03_NDA form_MOAB! Tourism Grant Evaluation Committee 2022.pdf](#)

11.C. **Contract For An “Interactive Destination Map” With Wander App Inc.**

August Granath, Grand County Economic Development Director

Documents:

[01_AGENDA SUMMARY_WANDER APP INC CONTRACT.pdf](#)
[02_Grand County - Wander Contract \(1\).pdf](#)
[03_Wander - Master Services Agreement - Moab 2022.07.26 \(Clean\).pdf](#)
[04_Wander App Proposal_SLIDES.pdf](#)
[05_VisitWidget Proposal.pdf](#)
[06_STQRY Proposal.pdf](#)

11.D. **Volunteer Appointment To The Noxious Weed Board**

Sarah Stock, Grand County Commission, Noxious Weed Board

Documents:

[AS - Appointment to Noxious Weed Board 8.2.22 2.pdf](#)
[Weed Board Recommendation Letter 7.22.22.pdf](#)

11.E. **Appointment Of A New Alternate Board Member Of The Community Renewable Energy Agency**

Sarah Stock, Grand County Commission, Community Renewable Energy Agency Board

Documents:

[AS - Appointment to Community Renewable Energy Agency Board.pdf](#)
[Appointment Letter for C-REP -Grand County Commission 8.2.22.pdf](#)

12. **Consent Agenda**

12.A. **Grand County Children's Justice Center Annual Contract**

T. Brooke DeGraw, Children's Justice Center Grand and San Juan County, Director

Documents:

[AS FY23 Grand County Childrens Justice Center Annual Renewal.pdf](#)
[FY23 Grand CJC Contract Package FINAL.pdf](#)

13. **Discussion Items**

14. **Public Hearings**

15. **Closed Session(S) (If Necessary)**

16. **Adjourn**

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend County Commission meetings are encouraged to contact the County two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. T.D.D. (Telecommunication Device for the Deaf) calls can be answered at: (435) 259-1346. Individuals with speech and/or hearing impairments may also call the Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162

It is hereby the policy of Grand County that elected and appointed representatives, staff and members of Grand County Commission may participate in meetings through electronic means. Any form of telecommunication may be used, as long as it allows for real time interaction in the way of discussions, questions and answers, and voting.

At the Grand County Commission meetings/hearings any citizen, property owner, or public official may be heard on any agenda subject. The number of persons heard and the time allowed for each individual may be limited at the sole discretion of the Chair. On matters set for public hearings there is a three-minute time limit per person to allow maximum public participation. Upon being recognized by the Chair, please advance to the microphone, state your full name and address, whom you represent, and the subject matter. No person shall interrupt legislative proceedings.

Requests for inclusion on an agenda and supporting documentation must be received by 5:00 PM on the Wednesday prior to a regular Commission Meeting and forty-eight (48) hours prior to any Special Commission Meeting. **Information relative to these meetings/hearings may be obtained at the Grand County Commission's Office, 125 East Center Street, Moab, Utah; (435) 259-1346.**



**GRAND COUNTY COMMISSION
REGULAR MEETING**

**Grand County Commission Chambers
Hybrid virtual participation on Zoom
Moab, Utah**

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

**MINUTES
19 July 2022**

The Grand County Commission met in a regular meeting on July 19th, 2022. The meeting was held in-person in the Grand County Commission Chambers, with hybrid virtual participation also available via Zoom. It was also broadcast and saved on YouTube. Attending the meeting in-person was Commission Chair Jacques Hadler, Commission Vice-Chair Mary McGann and Commissioners Evan Clapper, Trisha Hedin and Sarah Stock. Also attending in-person were Associate Commission Administrator Quinn Hall, and Clerk/Auditor Gabriel Woytek. Commissioner Josie Kovash and County Attorney Christina Sloan were in attendance virtually. Commissioner Kevin Walker was absent.

DRAFT

4:05 p.m. Thompson Springs Special Service Fire District

4:08 pm Call to Order (5:20)

Pledge of Allegiance

Citizens to Be Heard (none at this time)

Presentations (none scheduled)

Department Reports (none scheduled)

Approval of Minutes (Gabriel Woytek, Clerk/Auditor)

July 5th, 2022 (Grand County Commission Regular Meeting)

Motion by Commissioner Hedin to approve the minutes from July 5th, 2022.

Motion Seconded by Commissioner McGann

Discussion (none at this time)

Motion Passes 6-0

Commission Member Disclosures

Commissioner Clapper works with the American Alpine Club and their fundraising event Moab Craggin' Classic, which is the subject of item P in the consent agenda.

Chair Hadler stated that he has a longstanding personal relationship with the applicant related to Item J, but has no ties with the item in question.

Commissioner Kovash stated she is employed by the Moab Music Festival, a disclosure related to discussions regarding Special Event regulation.

General Commission Reports and Future Considerations (9:22)

Jacques Hadler

- Upcoming 7/24 Moab Museum Ice Cream Social, 7-9pm

Trisha Hedin

- Special Events Approval Committee
- Tripartite Board Meeting
- Southeastern Utah Association of Local Government Meeting
- Planning Commission Meeting
- Grand County Conservation District Meeting, Utah Department of Agriculture offering free Pollinator packets containing pollinator friendly plant seeds
- Moab Local Homeless Council, 144 individuals seeking services, 57 homeless including 12 youth, 28 women and 17 men

Sarah Stock

- Community Renewable Energy Program Board Meeting, Strong participation will translate to 25% of Rocky Mountain Power Utah clients using 100% renewable electricity by 2030
- Weed Board Meeting, creative problem solving needed to fill seasonal tech positions
- Land Use Code steering committee, discussion regarding potential Residential Campark Overlay, updating Manufactured Home code

Evan Clapper

- Sand Flats steering committee, review of Sand Flats user orientation videos, pollinator garden to be installed at Sand Flats/GCATT office
- Canyonlands Health Care Special Service District

Mary McGann

- Economic Development Advisory Board, heavy interest in board position openings
- Airport Board 7/11, Tammy Howland hired as new director, two incidents reported, no injuries, one runway lamp damaged, increase in number of armed forces aircraft utilizing airport

Josie Kovash

- 7/6 Special Events Approval Committee
- 7/14 Land Use Code steering committee, discussion regarding potential Residential Campark Overlay, updating Manufactured Home code

Elected Official Reports (none at this time)

Commission Administrator Report (none at this time)

Ratification of Payment of Bills

Motion by Commissioner Clapper to approve and ratify payment of bills in the amount of \$1,082,687.91 and payroll in the amount of \$642,542.88 for a combined total of \$1,725,230.79.

Motion Seconded by Commissioner McGann

Discussion (none at this time)

Motion passes 6-0

General Business - Action Items, Discussion and Consideration of:

A. Approving resolution to consider tax relief for applicants making up to 120% of the income limit

Presentation (Christopher Kauffman, Grand County Treasurer) (25:30)

Presentation

Treasurer Kauffman presented the proposed resolution as shown in the packet. Proposed resolution was prompted by denials in previous round of abatement applications and interest by Commission in considering applicants marginally above income limits. Proposed option based off of (failed) state legislation that sought to increase income limits. Proposed resolution applies to existing Indigent Abatement program, not the Circuit Breaker. Final approval of any abatement would remain at full discretion of the Commission.

Motion by Commissioner McGann to approve the resolution to consider tax relief for applicants making up to 120% of the income limit.

Motion Seconded by Commissioner Clapper

Discussion (none at this time)

Motion passes 6-0

B. Approving relief for 2021 property tax for parcel 02-OSWA-0008 (Christopher Kauffman, Grand County Treasurer) (31:38)

Presentation

Taxpayer Cecilia Showalter, a disabled elderly widow, explained her current financial situation and mental state which has contributed to challenges in addressing personal financial matters. Treasurer Kauffman confirmed that it would be at the discretion of the Commission to forgive the tax burden on Mrs. Showalter.

Motion by Commissioner McGann to approve relief for property tax for 2021 for parcel 02-OSWA-0008 in the amount of \$1,082.16.

Motion Seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 6-0

C. Fiscal Incentive Grant (FIG) for Expansion of Trail Ambassador Program (Anna Sprout, Responsible Recreation Program Coordinator, Grand County Active Trails & Transportation) (37:28)

Presentation

Anna Sprout presented details regarding the grant application as shown in the packet. Chair Hadler sought clarification regarding the county match on the grant application. Commissioner Stock sought clarification on use of proposed CanAm UTV and which trails that it would be used on, Sprout confirmed that it would be potentially used on a variety of area trails. Commissioner Hadler clarified that a full-size off-road vehicle would be the first option for the committee, Sprout clarified that it would be the preference to have both vehicles to maximize impact across the entire spectrum of the motorized community. Commissioner Stock stated that Sand Flats Recreation Area staff already patrols Sand Flats in UTVs and that a full-size vehicle would be safer and more effective in reaching a wider spectrum of trails across the county and having a presence at trail heads. Commissioner Clapper sought clarification regarding the fiscal impact of the proposed action. Sprout expressed that expecting motorized trail ambassadors to use a personal vehicle would set a poor precedent in treatment of staff. Commissioner Hedin sought clarification on cost of tire package, Sprout clarified that quoted tire package would be needed to access a wide range of trail difficulty levels that are available in the county. Commissioner Kovash asked whether consideration had been given to acquiring an electric UTV for this task. Recommendation of gas-powered CanAm given by the committee based on availability. Kovash expressed support for pursuing electric-powered fleet. Chair Clapper expressed support for the direction of the program and expressed hesitance regarding the inclusion of the UTV at this time.

Motion by Commissioner Clapper to approve the grant State OHV Fiscal Incentive Grant (FIG) application with a 50% match amount with only Jeep included.

Motion Seconded by Commissioner Hedin

Discussion

Commissioner Stock inquired about potential annual maintenance costs, which has not been discussed by the Responsible Recreation Committee, but would be partially mitigated by the acquisition of a new vehicle.

Motion passes 6-0

D. Adopting an Ordinance initiating a Temporary Land Use Regulation prohibiting the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval requiring new water connections within the Thompson Special Service District Boundary (1:04:35)

Presentation

Grand County Attorney Christina Sloan described background for the proposed action as presented in the packet. Current 40% water deficit. New sources being sought by water district, but no solutions imminent. Application process with BLM for new water right still incomplete and will still need environmental review upon completion. This temporary land use regulation provides notice to public of water shortage and will prevent new applications from coming forth. Chair Hadler offered that the water district is supportive of this action, as well as related state and federal agencies. Commissioner Clapper clarified that this action would

not give any exemptions for water hauling to facilitate development, given general instability of water sources across the region.

Motion by Commissioner Stock to adopt the ordinance enacting a temporary land use regulation prohibiting the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval requiring new water connections within the Thompson Special Service District Boundary, to be effective August 1, 2022.

Motion Seconded by Commissioner Hedin

Discussion

Commissioner Hedin referenced a local real estate publication touting future development potential in Thompson and expressed curiosity regarding its dissonance with the current availability of water for said development, Commissioner Stock stressed the importance of denying the use of water hauling to facilitate development, Commissioner Clapper spoke of the challenge regarding the realities of regulation and water availability balancing with the palpable excitement and support regarding future of Thompson, Commissioner Hedin clarified that only surface water is available and mentioned the diminishing quality of existing springs in Thompson and in the Bookcliffs area in general.

Motion passes 6-0

E. Terminating Ken Lord Ground Lease dated 12-18-2018 and approving new Ground Lease for Canyonlands Hangars, LLC for Lot 108 at Canyonlands Regional Airport (1:16:50)

Presentation

Tara Collins, Assistant to the Airport Director, presented proposed action as shown in the packet.

Motion by Commissioner Stock to terminate the ground lease with Ken Lord for Lot 108, dated December 18, 2018 and approve a new ground lease with Canyonlands Hangars, LLC for Lot 108.

Motion Seconded by Commissioner McGann

Discussion

Commissioner Clapper and Associate Commission Administrator Quinn Hall clarified that updates to the meeting packet regarding this item were included as of 4pm.

Motion passes 6-0

F. Approval of Special Event Permit for the 2022 RR4W Labor Day Safari & Camp-out (1:18:40)

Presentation

OSTA director Angie Book presented event application as shown in the packet.

Motion by Commissioner Clapper to approve the 2022 RR4W Labor Day Safari & Camp-out Special Event Permit under the currently approved special event Ordinance.

Motion Seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 6-0

G. Approval of 2022 Jeep Jamboree Special Event Permit (1:20:40)

Presentation

OSTA director Angie Book presented event application as shown in the packet. Commission sought clarification as to exact event dates.

Motion by Commissioner McGann to approve the 2022 Jeep Jamboree Special Event Permit under the current Special Event Ordinance.

Seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 5-1, Stock opposed

H. Approval of 2022 PGP Auto Show Special Event Permit (1:22:45)

Presentation

OSTA director Angie Book presented event application as shown in the packet. Commissioner Hadler sought clarification that this was a one-day event. Commissioner Hedin asked if there were any issues with law enforcement in 2021, and there were none. Only complaint from the public was regarding the cost of the entry which event planners are hoping to address for this year's event. No complaints regarding noise derived from this event were reported in 2021. Commissioner Stock spoke to importance of Special Events Committee in addressing special event regulation moving forward, and a preference for supporting locally-run events in the future.

Motion by Commissioner McGann to approve the 2022 PGP Auto Show Special Event Permit under the currently approved special event Ordinance with the condition they provide proof of insurance.

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 6-0

I. Approval of 2022 Moab Overland Expo Special Event Permit (1:29:33)

Presentation

OSTA director Angie Book presented event application as shown in the packet. Attorney Sloan expressed objections to approval based on inconsistency in process. Book expressed that this application had begun processing before recent discussion regarding Special Event regulation. Commissioner Stock expressed an objection to this event based on non-local organization, not-oriented to locals, no need to cater to a current fad, as this sort of recreation in Grand County is already well-established. Commissioner McGann stated that it is reasonable to approve a probationary year for this event especially as a way to stimulate the local economy. Book stated that event organizers have proceeded very far in organization of this event and that denial at this point would represent a significant hardship.

Motion by Commissioner McGann to approve the 2022 Moab Overland Expo Special Event Permit under the current Special Event Ordinance with conditions on providing a special Event Sales Tax license, and 2022 being a probationary year for future special event permitting.

Motion seconded by Commissioner Hedin

Discussion

Hedin highlighted importance of the probationary period for this event. Kovash agreed that imminent process improvements in special events approval will help clarify these decisions in the future. McGann expressed support for local business and concern about perceived reduced visitation. Commissioner Stock expressed that Responsible Recreation program should be included in event to offer education material to eventgoers.

Motion passes 4-2, Clapper and Stock opposed

J. Adopting Resolution approving the Final Plat, All American Acres Subdivision, Lot 5 Amended, located at 4500 Easy Street (Parcel No. 020SAA-0005) (1:44:36)

Presentation

Planning and Zoning Director Elissa Martin presented details on the proposed resolution as shown in the packet.

Motion by Commissioner McGann to approve the Findings of Fact set forth in the staff report dated May 12, 2022 and the proposed Resolution approving the Final Plat of All American Acres Subdivision, Lot 5 Amended with the following conditions: 1.The Owner shall record the SIA and CCRs simultaneously with the Final Plat in the Recorder's Office; and 2.The Owner shall submit an acceptable completion assurance bond for the public improvements and infrastructure as established in the SIA to the County in the amounts set forth in the SIA prior to recordation of the Final Plat.

Motion seconded by Commissioner Clapper

Discussion

Commissioner Hedin made a statement regarding the nature of the LLC representing the applicant, complaints regarding commercial activity based out of the parcel in question, and that commercial traffic can't be tolerated as an additional impact to this neighborhood.

Motion passes 5-0, Hedin abstaining

K. Initiating Proceedings to Amend the Grand County Land Use Code to Require New Developments to Provide a Percentage of Workforce Housing (Or Fees in Lieu) (1:50:25)

Presentation

Planning and Zoning Director Elissa Martin presented details on the proposed action as shown in the packet. Commissioner McGann expressed support for this action as a way to comprehensively address a critical need in the community, and that any permanent solutions will need to involve local builders and realtors as well as the Utah Property Rights Coalition in reaching the most beneficial outcome possible for the community as a whole. Commissioner Hedin stressed that everyone is a stakeholder in the workforce housing crisis. Chair Hadler quoted the reasonings for this action as shown in the packet.

Motion by Commissioner McGann to approve the proposed resolution as read by the Commission Chair.

Motion seconded by Commissioner Hedin

Discussion

Commissioner Kovash stressed the importance of this action and the need to be as active in possible in addressing community needs, in a way that is not controversial to any parties. Attorney Sloan expressed that this is one tool being pursued to address housing needs, along with other possible tools such as long-term camping options and deed restrictions. Elissa Martin offered information regarding the scope of the upcoming Housing Nexus Study.

Motion passes 6-0

6pm Citizens to be Heard (none at this time)

L. Approval of COTAH Rally Special Event Permit (2:10:10)

Presentation

Economic Development Director August Granath recommended postponement of this item until the following Commission meeting.

Motion by Commissioner McGann to postpone approval of the COTAH Rally Special Event Permit

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 6-0

M. Approval of revised Special Event Grant guidelines (2:11:40)

Presentation

Economic Development Director August Granath presented the updated guidelines and their rationale, as shown in the packet. Inclusion of Special Event Grant Scoring Criteria Rubric was the most significant revision to the guidelines. Granath clarified that guidelines include flexibility in order to maximize inclusion of events that present highest levels of community benefit.

Motion by Commissioner Stock to approve the revised guidelines for the Grant County Special Event Grant.

Motion seconded by Commissioner Clapper

Discussion (none at this time)

Motion passes 6-0

N. Approval of the Community Event Grant Program (2:22:05)

Presentation

Economic Development Director August Granath presented proposed program detail as shown in the packet. Emphasis on supporting and developing events geared towards resident participation. Guidelines are a version of Special Event Grant guidelines, amended to reflect this emphasis.

Motion by Commissioner Clapper to approve the Community Event Grant Program

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 6-0

O. Approval of \$100,000 grant for Moab Community Childcare (2:25:35)

Presentation

Economic Development Director August Granath presented grant rationale as shown in the packet. Clarification offered that fiscal impact is \$100,000, not 'none' as quoted in the agenda summary. Contract vetted and approved by the Grand County Attorney's Office. Commissioner Stock requested clarification on whether support for existing childcare programs includes facility improvements and upgrades. Clarification offered that \$5,000 is allocated for matching grants for such efforts. Rob Walker, Economic Development Advisory Board Member and Chair of Moab Community Childcare, offered that program design is oriented towards a holistic approach that looks to support the overall childcare ecosystem in the community.

Motion by Commissioner McGann to approve the grant award of \$100,00 for Moab Community Childcare.

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 6-0

P. Appointments to the Economic Development Advisory Board (2:34:35)

Presentation

Economic Development Director August Granath introduced recommended nominations as shown in packet.

Motion by Commissioner McGann to appoint Karen Guzman-Newton, Huseyin Deniz, and Forrest Rodgers to the Economic Development Advisory Board.

Motion seconded by Commissioner Hedin

Discussion

Chair Hadler sought confirmation that the term length for the appointments was two years. County Attorney Sloan expressed a desire to discuss one of the appointments in closed session to discuss character associated with numerous criminal convictions.

Substitute motion by Commissioner McGann to table Item P

Substitute motion seconded by Commissioner Hedin

Substitute motion passes 6-0

Consent Agenda (2:39:47)

Q. Approval of Moab Craggin' Classic Local Consent

R. Approval of proposed purchase of CivicClerk from CivicPlus

S. Approving Independent Contractor Agreement with William M. Guerrero, aka Guerrero Construction

T. Approval of Proposed Agreement between Grand County and the Utah Department of Natural Resources, Division of Wildlife Resources, under Watershed Restoration Initiative project #5938 Mill Creek Partnership III

U. Approval of Proposed Agreement between Grand County and the Utah Department of Natural Resources, Division of Wildlife Resources, under Watershed Restoration Initiative project #5968 Dolores River Restoration 6.0

V. Approval of Proposed Agreement between Grand County and the Utah Department of Natural Resources, Forestry, Fire and State Lands

Motion by Commissioner Hedin to adopt the consent agenda as recited by the Chair

Motion seconded by Commissioner Stock

Discussion (none at this time)

Motion passes 5-0, Clapper abstaining

Discussion Items (none scheduled)

Public Hearings - Possible Action Items

W. Public Hearing to adopt an ordinance approving the Amended Planned Unit Development (PUD) Master Plan for the Arroyo Crossing Development in Grand County, Utah (2:41:30)

Presentation

Planning and Zoning Director Elissa Martin presented the proposed amendments related to housing typology and setbacks, as shown in the packet.

Chair Hadler opened the Public Hearing, to remain open until Wednesday, July 27th at 5pm.

Motion by Commissioner McGann to suspend rules

Motion seconded by Commissioner Clapper

Motion passes 6-0

Discussion

Commissioner Clapper offered clarification that the proposed addition is only meant to address errors and stressed the importance of avoiding delays in this affordable housing development, otherwise typically unfavorable to suspend rules in this way.

Motion by Commission McGann to adopt an Ordinance approving the Amended Planned Unit Development (PUD) Master Plan for the Arroyo Crossing Development in Grand County, Utah

Motion seconded by Commissioner Hedin

Discussion

Commissioner Hedin thanked the Moab Area Community Land Trust for their tireless effort.

Motion passes 6-0

P. Appointments to the Economic Development Advisory Board (2:47:55)

Presentation

County Attorney Sloan clarified that there would no longer be a need to discuss character of the appointments in closed session due to mistaken identity.

Motion by Commissioner McGann to appoint Karen Guzman-Newton, Huseyin Deniz, and Forrest Rodgers to the Economic Development Advisory Board.

Motion seconded by Commissioner Clapper

Motion passes 6-0

Chair Hadler adjourned meeting at 6:53pm

Jacques Hadler
Chair, Grand County Commission

Gabriel Woytek
Grand County Clerk/Auditor



**GRAND COUNTY COMMISSION
EMERGENCY MEETING**

**Grand County Commission Chambers
Hybrid virtual participation on Zoom
Moab, Utah**

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

**MINUTES
14 July 2022**

The Grand County Commission met in an emergency meeting on July 14th, 2022. The meeting was held in-person in the Grand County Commission Chambers, with hybrid virtual participation also available via Zoom. It was also broadcast and saved on YouTube. Attending the meeting in-person was Commission Vice-Chair Mary McGann and Commissioners Evan Clapper, Trisha Hedin and Sarah Stock. Also attending in-person was Associate Commission Administrator Quinn Hall. County Commissioner Kevin Walker and Grand County Attorney Christina Sloan were in attendance virtually.

2:41 pm Call to Order

Pledge of Allegiance

General Business - Action Items, Discussion and Consideration of:

A. Approving One Utah Opioid Settlement Memorandum of Understanding

Motion by Commissioner Clapper to approve the One Utah Opioid Settlement Memorandum of Understanding, authorize Mary McGann, Vice-Chair of the Grand County Commission to execute the Distributor Defendants' Subdivision Settlement Participation Form, and dismiss Grand County's claims against Distributor Defendants McKesson, AmerisourceBergen and Cardinal Health in the Third Judicial District Court, Summit County Case No. 18050019, *Grand County v. Teva Pharmaceuticals, Inc., et al.*

Motion seconded by Commissioner Stock

Discussion

Attorney Sloan explained the recent ruling of a similar suit in West Virginia that found that distributors had no legal duty to manage or oversee the distribution chain of opioids beyond distributing to legal pharmacies, that public nuisance law did not apply to opioid distribution and that damages suffered were not caused by the distributors. Opioid counsel now recommends settlement due to this precedent. Settlement deadline 15th of July, which required special emergency meeting. Grand County to receive .304 percent of 50 percent of the settlement award to the State of Utah, and become eligible to apply for grants from the other 50 percent. This amount represents something around \$15,000 per year for 18 years. Commissioner Hedin spoke to the impact of the opioid crisis on the community in Grand County and the great effort demanded of the Attorney's and Sheriff's office in mitigating the impact.

Motion passes 5-0

Attorney Sloan offered that she is currently working on introducing state legislation through Senator Wyler for a drug-induced homicide charge, of which there was a similar bill that failed in the 2022 legislative session. Working with Salt Lake County on a draft and building consensus on a bill that will pass.

Vice-Chair McGann adjourned the meeting at 2:51 pm

Jacques Hadler
Chair, Grand County Commission

Gabriel Woytek
Grand County Clerk/Auditor

DRAFT

**AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
02 AUG, 2022**

TITLE:	Grand County Annual Statement of Continued Compliance with the Uranium Mill Tailings Removal Action Project (UMTRA) for July 2021 – July, 2022
FISCAL IMPACT:	None
PRESENTER(S):	Mary McGann

Prepared By:

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the Grand County Annual Statement of Continued Compliance with the Uranium Mill Tailings Removal Action Project (UMTRA) for July 2021 – July 2022

BACKGROUND:

The United States Department of Energy has been willing to comply with Grand Counties CUP, Conditional Use Policy. This annual statement is the specific information requested. The UMTRA project is not required to comply to Grand Counties Conditional Use Policy, however from the beginning of the UMTRA project the DOE has complied with our CUP.

ATTACHMENT(S):

Grand County Annual Statement of Continued Compliance with the Uranium Mill Tailings Removal Action Project (UMTRA) for July 2021 – July 2022

Grand County
Annual Statement of Continued Compliance
July 19, 2021 – July 18, 2022

I. Per requirements of the Grand County Conditional Use Permit (CUP), Resolution #2006-2741, DOE submits this Annual Statement of Continued Compliance. The following is specific information requested in item #17 of the resolution:

a. Summary of work completed by the Moab Uranium Mill Tailings Remedial Action Project (Project) pursuant to the approved CUP in the past 12 months:

Project Accomplishments

During the reporting period, the Project shipped approximately 990,000 tons of uranium mill tailings. To date, the Project has shipped more than 12.74 million tons, or about 80 percent of the total estimated 16 million tons to be moved.

In March 2022, the U.S. Congress approved the Fiscal Year (FY) 2022 budget. It provided \$67 million to the Project, which was a \$19.1 million increase over the FY 2021 budget.

In September 2021, the Project reached 12 million tons of mill tailings shipped Moab to Crescent Junction.

The Project has continued to stay operational throughout the Covid-19 pandemic. Management implemented the Federal Government's Safer Federal Workforce Taskforce guidelines for safe operations which aligned with Centers for Disease Control's (CDC) COVID-19 Prevention guidance. The Moab project continues to adapt its COVID-19 practices to maintain compliance with the everchanging pandemic community conditions. Community conditions are updated weekly by the CDC (<https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>).

Moab

Tailings excavation, conditioning, loading, and unloading were performed throughout the year. The Project continued the four trains a week shipping schedule for the duration of the reporting period.

More than 6.0 million gallons of groundwater were extracted during the past 12 months, removing 12,400 pounds of ammonia and 121 pounds of uranium, through the interim action groundwater system. The extraction system was shut down from early-November 2021 through March 2022 as there is minimal evaporation during the winter months and the existing storage capacity for contaminated water is limited. More than 7.8 million gallons of freshwater were injected to create a hydraulic barrier.

Because of the below average Colorado River flows in spring 2022, no areas of the site flooded.

Revegetation efforts in the off-pile areas continue to progress, with staff working toward restoring Project lands to a more sustainable native ecosystem. The U.S. Geological Survey (USGS) experimental plots are still active, with USGS staff and Project staff coordinating work and sharing resulting data. Two biocrust salvages and one plant salvage from off-site locations were successfully executed, providing the Project with more native soil and vegetation to promote biodiversity and potentially stabilize Project soils to help minimize dust production. Staff developed and planted a custom native grass seed mix and was also awarded a separate specialty native seed mix from a Watershed Restoration Initiative (WRI) grant. A collaborative weed control endeavor involving Project staff and the State of Utah Division of Natural Resources removed invasive Tamarisk stands and will help prevent encroaching Russian knapweed from accessing the southern site boundary.

Crescent Junction

Tailings placement and compaction in the disposal cell continued throughout the last 12 months.

Maintenance activities were performed at the Crescent Junction site in addition to a pump installation at Green River. The new river pump has been ordered and will replace the aging river pump that pumps water from the Green River to the settling pond at the Green River site.

The Project is considering a new disposal cell cover design, which would result in improved performance and reduced construction costs. During the reporting period, the remedial action contractor completed the 60% design and began work on the 90% design for an evapotranspiration cover. Evapotranspiration covers are composed of rock and soil and topped with vegetation.

b. Number of workers employed onsite in the past year and projection for the coming year:

As of July 2022, the Project employed 134 people. Staffing will continue to reflect the shipping schedule.

c. The work plan for the coming 12 months including any modifications, additions, and deletions:

The Project plans to continue excavating and conditioning mill tailings, and shipping four trains per week through the end of this FY on September 30, 2022. The shipping schedule will remain the same through the next 12 months with the potential for Friday, Saturday and Sunday shipments as opportunities arise.

Placement of tailings four days per week will continue at the Crescent Junction site for the foreseeable future. The Project has been placing interim covers on tailings that have reached final design elevation in the disposal cell.

The Department of Energy (DOE) awarded the closure remedial action contract March 2, 2022 to NorthWind Portage, the incumbent. The current technical assistance contract expires in September 2022. The procurement process for the technical assistance contract has begun and is scheduled to be award by October 1, 2022.

Operation of the interim groundwater remedial action system will continue, including groundwater extraction, freshwater injection, and surface water diversion (when necessary), along with system monitoring.

d. Air and water quality monitoring reports and support materials sufficient to inform the public regarding any health risks associated with the Project:

The Project prepares an Annual Site Environmental Report to inform the public of the environmental site conditions, document compliance with environmental standards and requirements, and highlight significant programs and efforts. A comprehensive network of more than 100 groundwater wells and surface water monitoring locations and 27 environmental air monitoring stations are situated on and off the Project sites. Groundwater and surface water monitoring reports, quarterly air monitoring data reports, and the Annual Site Environmental Reports are readily available on the Project website at www.gjem.energy.gov/. In addition, copies are maintained in the public reading room at the Grand County Public Library and key stakeholders are notified of their availability on the Project website.

Air

The Project monitors public exposure to contaminants, including direct gamma radiation, radon, and airborne radioparticulates, which are directly attributable to the uranium mill tailings and other contaminated materials from the Moab and Crescent Junction sites. Monitoring locations are shown on maps included in the quarterly air monitoring reports. Public exposure to direct gamma radiation and radioparticulates from the Project sites did not exceed DOE public dose limits during the most recent four-quarter period (October-December 2021). Based on the available data, the radon exposure to the maximally exposed individual was below the DOE limit.

During the reporting period, the Project continued its review of the environmental air monitoring network program. The review resulted in recommended changes which were presented to the Moab Tailings Project Steering Committee in January 2021. A committee reviewed the proposed changes to ensure full compliance with the applicable DOE Order and continued protection of the public. DOE approved the changes and those have been implemented since January 2022.

Employee Radiological Monitoring

The Project conducts a separate employee radiological monitoring program. Employees who routinely enter the Radiological Contamination Area represent the highest potentially exposed individuals. They are monitored for their radiation exposure, known

as total effective dose, from gamma radiation, radon, and radioparticulates. DOE has a total effective dose limit of 5,000 millirems per year (mrem/yr) and an administrative control level of 2,000 mrem/yr. The Project sets its own goal and ensures engineering and administrative controls are in place to maintain employee radiological dose as low as reasonably achievable (ALARA). Radiation exposure results to date indicate that the Project has adequately protected its workers from radiological hazards by keeping the total effective dose well below the DOE administrative control level.

Water

Active groundwater remediation is conducted to protect potential suitable habitat areas adjacent to the site, and to remove ammonia and uranium mass from the groundwater system. In addition to extraction of contaminated groundwater through eight wells located close to the tailings pile, freshwater (diverted river water) was injected through wells near the river as an additional way of minimizing the discharge of ammonia to the river. Surface water diversion was necessary from the end of June 2021 through September 2021 because areas adjacent to the well field became a suitable habitat for endangered fish species.



U.S. Department of Energy

200 Grand Avenue, Suite 500
Grand Junction, CO 81501

July 26, 2022

MOAB-00020-22

Mr. Jacques Hadler, Chair
Grand County Commission
125 East Center Street
Moab, UT 84532

**SUBJECT: GRAND COUNTY CONDITIONAL USE PERMIT (CUP) RESOLUTION,
ANNUAL STATEMENT OF CONTINUED COMPLIANCE REGARDING
THE U.S. DEPARTMENT OF ENERGY (DOE) MOAB URANIUM MILL
TAILINGS REMEDIAL ACTION (UMTRA) PROJECT**

Dear Mr. Hadler:

DOE has prepared the enclosed 2022 Annual Statement of Continued Compliance (ASCC) per CUP resolution #20006-2741. The enclosed report provides details of the operational activities over the past year, projected activities for the coming year, and results of ongoing environmental monitoring programs outlined in Section 17 of the CUP resolution.

DOE looks forward to a continued cooperative relationship with Grand County. If you have any questions regarding the ASCC please contact me at 859-227-5016.

Sincerely,

A handwritten signature in cursive script that reads "Russell McCallister".

Russell McCallister
Moab Federal Cleanup Director
Moab UMTRA Project

Enclosure

cc:

M. Udovitsch, DOE
C. Pulskamp, DOE
G. Church, RAC
T. Bachtell, TAC
J. Thacker, Grand County
Project File MOA 10.7 (S. Hooper)

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
AUGUST 2, 2022

TITLE:	Approval of the Non-Disclosure Agreement forms for the MOAB! Tourism Grant and STAR Business Grant evaluation committees
FISCAL IMPACT:	None
PRESENTER(S):	August Granath, Grand County Economic Development Director Ben Alter, Grand County Economic Development Specialist

Prepared By:

Ben Alter

Specialist, Grand County
Economic Development

FOR OFFICE USE ONLY:
Attorney Review:

SUGGESTED MOTION:

I move to approve the non-disclosure agreement forms for use by Grand County Economic Development in facilitating their STAR Business Grant and MOAB! Tourism Grant evaluation and selection processes.

BACKGROUND:

Applications to both the STAR Business Grant and the MOAB! Tourism Grant will be reviewed by evaluation committees composed mostly of community members. To ensure that the privacy of applicants, the organizations they represent, and any confidential information submitted to the Economic Development Department (EDD) is respected, the EDD will convene the evaluation committee only after all committee members have agreed to and signed a non-disclosure agreement (NDA).

ATTACHMENT(S):

1. NDA form_STAR Business Grant Evaluation Committee 2022
2. NDA form_MOAB! Tourism Grant Evaluation Committee 2022

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** is made on August [REDACTED], 2022 (“Effective Date”) by and between Grand County, a Utah political subdivision (the “County”) and **LIST NAMES HERE** (“STAR Committee Members”).

IN CONSIDERATION of service on the STAR Business Grants Committee to evaluate and select funding of 2022 grant projects (“STAR Business Grants 2022 Evaluation Process”), the Parties agree as follows:

1. Definition of Grant Applicant.

- a. “Grant Applicant” shall mean any individual or organization that submitted or attempted to submit a grant application and “confidential information” (defined below in section 2-a) to Grand County and/or Southeast Utah’s Small Business Development Center (SBDC) for the purposes of 2022 STAR Business grant funding.

2. Definition of Confidential Information.

- a. “Confidential Information” shall mean any data or information that is proprietary to any Grant Applicant and not generally known to the public, including, but not limited to: (i) any financial information, operations, business plans and performance results relating to the past, present or future business activities; (ii) plans for products or services, and customer or supplier lists; (iii) any concepts, reports, data, designs, development tools, specifications, databases, computer programs, information and trade secrets; and (iv) any employee information, data, file, resume, communication, interview, and notice of any type. Confidential Information need not be novel, unique or patentable to be designated Confidential Information.
- b. Confidential Information shall not include information which: (i) was known by the STAR Committee Members prior to their participation in the STAR Business Grants 2022 Evaluation Process; (ii) is outside knowledge and is not Confidential Information; (iii) becomes public information not due to a breach of Confidential Information; (iv) is required by the law to be disclosed via subpoena; and (e) is or has been independently developed by the Committee Members.

3. Non-Disclosure of Confidential Information. Except as expressly provided herein, the Committee Members shall not share, disclose, or divulge any Confidential Information with any party, including their own entities, employers, or potential or future competitors of any Grant Applicant.

4. Compelled Disclosure of Confidential Information. The Committee Members must notify the County and any affected Grant Applicant in writing if they are subpoenaed by law to disclose Confidential Information prior to its disclosure. The County or the Grant Applicant may

file a protective order to preserve the Confidential Information. The Parties agree to cooperate with any such request for a protective order. If a protective order is not an available remedy, as ordered by a Court, disclosure of such Confidential Information may be made without liability to Committee Members.

5. Return of Confidential Information. Upon termination or completion of the STAR Business Grants 2022 Evaluation Process, Committee Members shall immediately return to the County all documents, property, and Confidential Information. Committee Members shall not keep or retain copies, notes or abstracts of the Confidential Information.

6. Term. This Agreement shall survive the Committee Members' participation in STAR Business Grants 2022 Evaluation Process and remains in effect so long as the Confidential Information is deemed confidential, a trade secret, or privileged by the parties.

7. Notice of Breach. Each Committee Member shall notify the County and any affected Grant Applicant immediately upon discovery of any unauthorized use or disclosure of Confidential Information by any Committee Member, or any other known breach of this Agreement. Each Committee Member shall cooperate with efforts to help the County and any affect Grant Applicant regain possession of Confidential Information and prevent its further unauthorized use. This section shall not be construed as limiting the remedies of the County or any affected Grant Applicant hereunder or under state law.

8. Remedies.

- a. Injunctive Relief. The Parties acknowledge that the Confidential Information is of a unique and valuable character, and/or privileged information, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and/or harm the Grant Applicant. Because the damages would be impossible to calculate, the Parties agree that each party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder.
- b. Attorneys' Fees and Costs. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its costs and fees, including attorney's fees, incurred to enforce this Agreement and obtain relief.

9. Binding Effect. The Parties shall be binding upon each party, their personal representatives, agents, Directors, Officers, employees, and successors and assigns.

10. Miscellaneous.

- a. Integration. This Agreement constitutes the entire understanding regarding the Confidential Information between the Parties and supersedes any prior agreements. The Parties may modify this Agreement in writing only.

- b. Governing Law. The validity, construction, and performance of this Agreement shall be governed and construed in accordance with Utah law.
- c. Jurisdiction. The Moab District Court shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.
- d. Waiver. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- e. Severability. If any provision herein is found unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If such modification is not possible, the remainder of the Agreement shall be enforced as if such provision was not included.
- f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

This Agreement is hereby executed by the Parties on the date first written above.

GRAND COUNTY

ATTEST

 Jacques Hadler, Chair
 Grand County Commission

 Gabriel Woytek, Clerk/Auditor

COMMITTEE MEMBERS

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** is made on August [REDACTED], 2022 (“Effective Date”) by and between Grand County, a Utah political subdivision (the “County”) and **LIST NAMES HERE** (“MOAB! Committee Members”).

IN CONSIDERATION of service on the MOAB! Tourism Grants Committee to evaluate and select funding of 2022 grant projects (“MOAB! Tourism Grants 2022 Evaluation Process”), the Parties agree as follows:

1. Definition of Grant Applicant.

- a. “Grant Applicant” shall mean any individual or organization that submitted or attempted to submit a grant application and “confidential information” (defined below in section 2-a) to Grand County and/or Southeast Utah’s Small Business Development Center (SBDC) for the purposes of 2022 MOAB! Tourism grant funding.

2. Definition of Confidential Information.

- a. “Confidential Information” shall mean any data or information that is proprietary to any Grant Applicant and not generally known to the public, including, but not limited to: (i) any financial information, operations, business plans and performance results relating to the past, present or future business activities; (ii) plans for products or services, and customer or supplier lists; (iii) any concepts, reports, data, designs, development tools, specifications, databases, computer programs, information and trade secrets; and (iv) any employee information, data, file, resume, communication, interview, and notice of any type. Confidential Information need not be novel, unique or patentable to be designated Confidential Information.
- b. Confidential Information shall not include information which: (i) was known by the MOAB! Committee Members prior to their participation in the MOAB! Tourism Grants 2022 Evaluation Process; (ii) is outside knowledge and is not Confidential Information; (iii) becomes public information not due to a breach of Confidential Information; (iv) is required by the law to be disclosed via subpoena; and (e) is or has been independently developed by the Committee Members.

3. Non-Disclosure of Confidential Information. Except as expressly provided herein, the Committee Members shall not share, disclose, or divulge any Confidential Information with any party, including their own entities, employers, or potential or future competitors of any Grant Applicant.

4. Compelled Disclosure of Confidential Information. The Committee Members must notify the County and any affected Grant Applicant in writing if they are subpoenaed by law to disclose Confidential Information prior to its disclosure. The County or the Grant Applicant may

file a protective order to preserve the Confidential Information. The Parties agree to cooperate with any such request for a protective order. If a protective order is not an available remedy, as ordered by a Court, disclosure of such Confidential Information may be made without liability to Committee Members.

5. Return of Confidential Information. Upon termination or completion of the MOAB! Tourism Grants 2022 Evaluation Process, Committee Members shall immediately return to the County all documents, property, and Confidential Information. Committee Members shall not keep or retain copies, notes or abstracts of the Confidential Information.

6. Term. This Agreement shall survive the Committee Members' participation in MOAB! Tourism Grants 2022 Evaluation Process and remains in effect so long as the Confidential Information is deemed confidential, a trade secret, or privileged by the parties.

7. Notice of Breach. Each Committee Member shall notify the County and any affected Grant Applicant immediately upon discovery of any unauthorized use or disclosure of Confidential Information by any Committee Member, or any other known breach of this Agreement. Each Committee Member shall cooperate with efforts to help the County and any affect Grant Applicant regain possession of Confidential Information and prevent its further unauthorized use. This section shall not be construed as limiting the remedies of the County or any affected Grant Applicant hereunder or under state law.

8. Remedies.

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- b. Attorneys' Fees and Costs. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its costs and fees, including attorney's fees, incurred to enforce this Agreement and obtain relief.

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- d. Waiver. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- e. Severability. If any provision herein is found unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If such modification is not possible, the remainder of the Agreement shall be enforced as if such provision was not included.
- f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

This Agreement is hereby executed by the Parties on the date first written above.

GRAND COUNTY

ATTEST

 Jacques Hadler, Chair
 Grand County Commission

 Gabriel Woytek, Clerk/Auditor

COMMITTEE MEMBERS

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
AUGUST 2, 2022

TITLE:	Approval of a contract for an “Interactive Destination Map” with Wander App Inc.
FISCAL IMPACT:	\$14,000
PRESENTER(S):	August Granath, Grand County Economic Development Director

Prepared By:

 Ben Alter

 Specialist, Grand County
 Economic Development

FOR OFFICE USE ONLY:
Attorney Review:

SUGGESTED MOTION:

I move to approve the contract with Wander App Inc. for the development of an “Interactive Destination Map”.

BACKGROUND:

The Economic Development Department (EDD) is working diligently to ensure that visitors to our community have the information they need to recreate responsibly in our community. One gap we have identified is a high-quality map that lays out our area in an interactive way that visitors can utilize during the trip planning process. While maps exist, and interactive maps exist, there is no tool that allows total and complete back end access to select which points of interest we show and what information we choose to share. We would embed this map on our website and direct visitors to use the mobile app (which works without cell service) when trip planning. Ultimately, this would allow us to move closer to our goals of promoting responsible recreation.

Our office reached out to three vendors and selected Wander App Inc. as they offered the best product and the best price. The cost of the contract is within budget.

ATTACHMENT(S):

1. Grand County – Wander Contract
2. Wander App Master Services Agreement
3. Wander App Proposal
4. VisitWidget Proposal
5. STQRY Proposal



Interactive Destination Map Proposal

Prepared by:
Nathan Porter
Wander App Inc.

Prepared for:
Jacques Hadler
Grand County

Introduction

The power of a map.

"If a picture is worth a thousand words, then a map is worth a million"

- Patrick Abbott

Wander specializes in providing beautiful, personalized map experiences for travel destinations around the world. Wander is the best available platform for creating and sharing interactive maps, and the only interactive mapping platform built specifically for the tourism industry.

About Us

We are a team of passionate lifelong travelers and technologists who believe that beautifully designed maps can be a tool for cultural understanding, cultural healing, and economic development in local communities. We build web and mobile experiences that connect travelers to the culture and landscape of destinations around the world.

Name	Price	QTY	Subtotal
Wander Platform License (one year) Unlimited map usage for visitors, technical support, all newly released features at no extra cost (*Early Adopter Exclusive Deal).	\$24,000.00	1	\$24,000.00
Map Style Creation 2 custom map styles. One satellite and one vector. Unlimited revisions (* Early Adopter Exclusive No Cost Deal).	\$0.00	1	\$0.00

Map Content Collection, Map Creation	\$2,000.00	1	\$2,000.00
Grand County Destination Map with all known trails and points of interest. Trails include hiking, biking, kayak, and walking trails in the given boundaries, each grouped into categories that can be defaulted on or off depending on the season (the map does not include detailed state or national parks). Assistance in manually adding photos, descriptions, and other details (owned and gathered by the destination) that have previously been collected by Grand County. Collection and creation of remaining content necessary to make the map beautiful and complete.			
Website Embed and Content Entry Support	\$0.00	1	\$0.00
Assistance in embedding the map on the Grand County websites when ready, and assistance in any content entry work that would be helpful (* Early Adopter Exclusive No Cost Deal).			
Data Analytics	\$1,200.00	1	\$1,200.00
Use of Wanders data analytics and collection (*Early Adopter Exclusive Deal)			

Subtotal	\$27,200.00
Early Adopter Discount (50% Off license)	-\$12,000.00
Early Adopter Analytics Discount	-\$1,200.00
Tax	\$0.00
Total	\$14,000.00

Wander Map Design and Delivery Process

Our goal is to ensure your map requires minimal time and effort on your part : (with estimated dates)

- **Map Strategy Meeting:** We will go over the goals and applications for your map, along with an assessment of what map content is available, and what needs to be collected and created. *(30 min - 1 hr) 8/5*
- **Content Gathering:** Once we have access to the available content you have (it doesn't need to be organized or pretty), we will go to work collecting the rest. We have access to large banks of open source gis data that we use for trails, and points of interest, and we use AI superpowers to fill written content gaps where needed. *(1-2 weeks) 8/8-8/22*
- **Map Experience Design:** Based on your destination's unique brand, we will work with you to put the final touches on your map. This is where we choose and implement colors, fonts, icons, and categories. *(1-2 weeks) 8/23-9/6*
- **Review Meetings:** We like to do at least two review meetings throughout the map building process, but we can check in as often as you'd like. *9/8*
- **Map Delivery and Distribution Strategy:** Once your map is ready for visitors, we assist in coming up with a map distribution strategy. This includes support in embedding your map on your website, generating trackable, dynamic QR codes, and assisting in generating visuals that can be used in map distribution. *9/16*

*This timeline is an estimate based on previous maps built and delivered by the Wander team. Actual delivery times will depend on how quickly we receive access to existing content and resources.

Terms of Agreement

Terms and Conditions

1. Definitions

Wander is an interactive mapping solution and service offered to its clients referred to as “the destination”, as a flexible and affordable means to building, updating, and distributing destination maps. As referred to as “The Services”, Wander will lead the map design and building process with direction from the destination. Wander App Inc will support the destination's efforts in distributing the created map to whom it may be of use.

2. Scope of Service

The services will include the items listed in the proposal price breakdown on page 2, and the map building procedures outlined on page 3.

3. Privacy Policy

Your registered account will be verified through your registered email address. Upon confirmation, you will be asked to fill out a form in which you will share your personal information. After accepting the terms and conditions in the privacy policy, you may log on using your registered account. We respect your right to privacy. We will not disclose nor sell your personal identification and other pertinent details that will reveal any close connection to your true identity.

4. Payments

Payments for the Wander Platform are made yearly at the decided date. Invoices will be sent a month prior to the payment date, and will be expected to be paid within 30 days of the payment date.

5. User Content

Any material, information or communication you upload using our platform will be treated as non-confidential and non-proprietary. You automatically grant us permission to use the material/information/communication for our use whether for app content, customer and client training materials, or marketing our product or services.

6. Modifications of the Service

We may add, modify or disable some of the existing features on the Wander Platform. Although highly unlikely, as most software changes happen without any pause in service, we reserve the right to change or discontinue the service from time to time to make room for maintenance procedures or upgrade of the Wander Platform. We will not be held liable for any changes or modifications we deem necessary for the improvement of the overall platform.

7. Sign Off & Acceptance

IN WITNESS WHEREOF, each of the Parties has reviewed this project proposal and MSA and agree to the work, terms, and conditions listed herein.

Wander App Inc.

Grand County

07 / 11 / 2022

Nathan Porter

Jacques Hadler, Grand County Commission
Chair

WANDER MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**MSA**”) sets forth the terms and conditions that apply to access and use of the Services (as defined below) of **WANDER APP INC.**, a Delaware corporation, with its principal place of business at **1083 Terrace Drive, Provo, Utah 84604** (“**Provider**”) by the customer set forth on an Order Form submitted to Provider (“**Customer**”). This MSA, together with any Order Form (each an “**Order Form**”) submitted by Customer and accepted by Provider after the date of Customer’s agreement to this MSA, together constitute the Agreement (“**Agreement**”).

WHEREAS, Customer desires to utilize Provider’s Services as described herein and Provider desires to provide Customer access to such Services, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.**

- 1.1. “**Access Credentials**” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.
- 1.2. “**Authorized Users**” means Customer’s employees, consultants, contractors and agents (a) who are authorized by Customer to access and use the Services in accordance with this Agreement, (b) for whom access to the Services has been purchased hereunder, and (c) who have accepted and are bound by Provider’s online Terms and Conditions; *provided*, in each case, that no competitor of Provider (as reasonably determined by Provider) may be an Authorized User.
- 1.3. “**Customer Data**” means information, data, and other content, in any form or medium, that is collected, uploaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services. For the avoidance of doubt, Customer Data does not include De-Identified Data or Usage Data.
- 1.4. “**Data Protection Laws**” mean collectively any applicable data protection, privacy or similar laws applicable to the processing of Personal Information in the jurisdiction where Services are performed or used and/or applicable to the Personal Information processed as part of the Services, if any.
- 1.5. “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, data or database protection, or other intellectual property rights Laws and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.6. “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
- 1.7. “**Order Form**” means any order form or proposal entered into by the parties hereto in connection with the Services, each of which shall be governed by the terms of this Agreement.
- 1.8. “**Personal Information**” means Customer Data which may be used, alone or in conjunction with any other information, to identify a specific person or to make a specific person identifiable, including, without limitation, any (1) name, social security number, date of birth, official State or government issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number; (2) unique biometric data, such as fingerprint, voice print, retina, iris image, or other unique physical representation; (3) unique electronic identification number, address, or routing code; or (4) telecommunication identifying information or access device, in each case to the extent protected under any Data Protection Law.
- 1.9. “**De-Identified Data**” means data or information related to or derived from Customer Data that is used by Provider in an aggregate, de-identified, or anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- 1.10. “**Services**” means Provider’s services identified on each applicable Order Form and the online and mobile application, platform, and/or application programming interface that enables Customer’s access to such services and any of Provider’s users access to such services.
- 1.11. “**Usage Data**” means any data or other information collected by or on behalf of Provider relating to the provision, access, use, operation, or performance of the Services by or on behalf of Customer or any Authorized User, including any data or other information derived therefrom.

2. Services.

- 2.1. Access and Use of Services. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms of this Agreement and with Provider's Terms and Conditions and Privacy Policy, each of which is located at <https://www.wandermaps.com/> and is hereby incorporated by reference, Provider hereby grants to Customer a non-exclusive, limited, revocable, non-transferable, and non-sublicensable right to access and use the Services during the Term (as defined below) of this Agreement, solely for use by Authorized Users in accordance with this Agreement. Such use is limited to Customer's internal use. Provider will provide to Customer the Access Credentials no later than five (5) business days following the Effective Date. Subject to Section 3 hereof, the total number of Authorized Users will not exceed the number set forth on the applicable Order Form. Access Credentials are personal to each Authorized User and may not be shared with or used by any other party. Customer has and will retain sole responsibility for all access to and use of the Services by any Authorized User and will securely administer the distribution and use of all Access Credentials to protect against any unauthorized access to or use of the Services.
- 2.2. Use Restrictions. Customer will not (and will not allow any Authorized User or any third party to) (a) copy, modify, adapt, translate or otherwise create derivative works or improvements of the Services, (b) reverse engineer, decompile, disassemble, decode, adapt or otherwise attempt to discover the source code of the Services, in whole or in part, (c) rent, lease, lend, sell, sublicense, assign, distribute, publish or otherwise transfer or make available rights in or to the Services, (d) remove, delete, alter, or obscure any specifications, documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services, including any copy thereof, (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Services, or (f) access or use the Services in any manner or for any purpose (i) that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer); (ii) to gather competitive information or compete directly or indirectly with Provider; or (iii) that violates any applicable Law. Customer agrees to comply with all applicable Laws and regulations in Customer's use of and access to the Services.
- 2.3. Changes. Provider reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services to its customers; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law.
- 2.4. Suspension or Termination of Services. Provider may, directly or indirectly, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if Provider believes that there has been a material breach of Customer's or an Authorized User's obligations under this Agreement, a security breach, or a violation of Law. This Section 2.4 does not limit any of Provider's other rights or remedies, whether at Law, in equity, or under this Agreement.
- 2.5. Community Guidelines. The Services may permit Customer, Authorized Users, and other users of the Services to upload data, information, or other materials, including Customer Data, in a manner that makes such data, information, or other materials publicly available or accessible to other users of the Services. Customer is solely responsible for any data, information, or other materials, including Customer Data that it or one of Customer's Authorized Users uploads to the Services. Neither Customer nor any Authorized User will use the Services to do any of the following:
 - (a) Harass, threaten, disrupt or defraud other users or otherwise create or contribute to an unsafe, harassing, threatening or disruptive environment;
 - (b) Make unsolicited offers, advertisements, political campaigns, proposals, or send junk mail or "spam" to other users;
 - (c) Impersonate another person or access another user's account;
 - (d) Share Provider-issued passwords with any third party or encourage any other users to do so;
 - (e) Upload any material that is damaging to computer systems or data of Provider or users of the Services (e.g. viruses, corrupted files, or any other similar software files);

- (f) Upload or post any material that is inappropriately violent, unduly graphic, pornographic, bigoted, derogatory, racist, or offensive, or that violates the Intellectual Property Rights of any third party.

Customer acknowledges that Provider has the right, but no obligation, to monitor any data, information, or other materials that Customer, Authorized Users, or other users of the Services may upload to the Services. Provider may remove any data, information, or other material that Provider determines, in its sole discretion, violates the foregoing requirements; *provided*, that Provider takes no responsibility and assumes no liability for any data, information, or other material that is uploaded to the Services by Customer, any Authorized User, or other users of the Services.

3. **Fees and Payment.** Customer shall pay Provider the fees set forth in the applicable Order Form. Unless otherwise set forth in the applicable Order Form, invoices are due and payable in United States dollars within thirty (30) days after the invoice date, without deduction or setoff. Customer shall pay or reimburse Provider for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of or related to this Agreement or the transactions contemplated hereby, other than net income taxes imposed on Provider. Any amount not paid when due hereunder shall be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid.

4. **Confidentiality.**

- 4.1. **Confidential Information.** In connection with this Agreement each party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other party (as the “**Receiving Party**”). Subject to Section 4.2, “**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, or information that a reasonable person would consider confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”. Without limiting the foregoing, the Services and the underlying data (including De-Identified Data and Usage Data) are the Confidential Information of Provider and Customer Data is the Confidential Information of Customer.
- 4.2. **Exclusions.** Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not known to the Receiving Party to be under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- 4.3. **Protection of Confidential Information.** Neither party shall use the Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Neither party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information except to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section 4.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 4. Each party shall safeguard the other party’s Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care, shall promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with the Disclosing Party to prevent further unauthorized use or disclosure.
- 4.4. **Compelled Disclosures.** If the Receiving Party or any of its representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 4.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 4.4, the Receiving Party remains required by Law to

disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

5. **Non-Solicitation.** During the Term and for one (1) year thereafter, Customer shall not, and shall not assist any other person to, directly or indirectly recruit, employ, engage as an independent contractor, or solicit for employment or engagement as an independent contractor any person then is, or within the six (6) months prior to such recruitment, hiring, engagement or solicitation, was, employed or engaged as an independent contractor by Provider; *provided*, provided that the foregoing obligation shall not apply to a bona fide response to a general job posting or solicitation that was not targeted at a particular employee or contractor.

6. **Intellectual Property Rights.**

6.1. **Services.** As between Customer and Provider, Provider is and will remain the sole and exclusive owner of all right, title, and interest in and to the Services and any underlying data (excluding Customer Data, but including De-Identified Data and Usage Data), including all Intellectual Property Rights therein, and with respect to third-party materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to such third-party materials. Customer has no right, license, or authorization with respect to any of the Services or underlying data (other than the Customer Data) except as expressly set forth in Section 2 or the applicable third-party license, in each case subject to any restrictions in this Agreement (or such third-party license, as applicable). All other rights in and to the Services are expressly reserved by Provider. To the extent Customer has any right, title, or interest in the De-Identified Data or Usage Data, Customer hereby assigns all such right, title, and interest in and to such De-Identified Data and Usage Data, including in each case, all Intellectual Property Rights relating thereto. Customer hereby grants to Provider a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable (only to a successor in interest by way of merger, reorganization or sale of all or substantially all assets of the business unit performing the Services or equity, or operation of law), sublicensable license to use, copy, modify, or distribute, including by incorporating into the Services, any suggestions, enhancement requests, recommendations or other feedback provided by Customer, Customer's Authorized Users, or other users relating to the operation of the Services. Included in such license is the right to (i) identify or reference Customer as a user of Provider's Services and a right to use Provider's logo in connection therewith, and (ii) perform and make public a case study with respect to Customer and its use of the Services and results of the Services.

6.2. **Customer Data.** As between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights embodied therein, subject to the rights and permissions granted in this Section 6.2. Customer hereby grants to Provider a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, sublicensable and transferable license to (i) use, copy, process, transmit, store, host, edit, modify, aggregate, de-identify, combine, reproduce, distribute, display, perform, and prepare derivative works of the Customer Data in connection with the Services and (ii) otherwise access, use or make reference to any Intellectual Property Rights in the Customer Data: (a) to provide the Services including to enable the Customer and any Authorized Users to access and use the Services; (b) for diagnostic purposes; (c) to make any changes or improvements to the Services, including as set forth in Section 2.3, whether requested by the Customer or not; (d) to develop other Services; and (e) as reasonably required for the performance of Provider's obligations under this Agreement. For clarity, the foregoing license continues after termination of this Agreement with respect to any Customer Data that Customer or any Authorized User posts or otherwise makes publicly available through the Services. To the extent any Customer Data constitutes Personal Information, the terms of Provider's Privacy Policy apply.

6.3. **Personal Information.** Each party agrees to use and process any Personal Information that such party has access to in connection with this Agreement in accordance with applicable Data Protection Laws.

7. **Representations, Warranties and Covenants.**

7.1. **Mutual Representations and Warranties.** Each party represents and warrants to the other party that (a) it is duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation or other organization, (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; and (c) when executed/electronically accepted and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. **Additional Customer Representations, Warranties, and Covenants.** Customer represents, warrants, and covenants to

Provider that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Provider and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

- 7.3. Third Party Software. The Services may contain or require use of third-party software that require notices or additional terms and conditions and privacy policies. Such required third-party notices or additional terms and conditions shall be provided to Customer from time to time, upon Customer's written request, and are incorporated by reference into this Agreement. By accepting this Agreement, Customer is also accepting the additional terms and conditions and privacy policies, if any, set forth in such third-party notices and/or terms and conditions. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES AND ACCEPTS NO LIABILITY WITH RESPECT TO THIRD-PARTY SOFTWARE.
- 7.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS SET FORTH IN SECTION 7.1, ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, PROVIDER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification.

- 8.1. Provider Indemnification. Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees ("Losses") incurred by Customer resulting from any claim or action by a third party that Customer's use of the Services (excluding third party materials) in accordance with this Agreement infringes or misappropriates such third party's Intellectual Property Rights. The foregoing obligation does not apply to the extent that the alleged infringement arises from (a) modification of the Services other than: (i) by or on behalf of Provider; or (ii) with Provider's written approval in accordance with Provider's written specification, (b) combination of the Services (or any portion thereof) with any other product or service, (c) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Provider, (d) Customer Data, (e) Provider implementing instructions or requests of Customer, or (f) any act, omission, or other matter described in Section 8.2, whether or not the same results in any claim or action against or Losses by any Provider Indemnitee.
- 8.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Provider and its Affiliates and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a "**Provider Indemnitee**") from and against any and all Losses incurred by such Provider Indemnitee resulting from any claim or action by a third party (other than an Affiliate of a Provider Indemnitee) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from (a) Customer's or an Authorized User's use of the Services, (b) Customer Data, including any processing of Customer Data by or on behalf of Provider in accordance with this Agreement, (c) any other materials or information (including any documents, data, specifications, content, or technology) provided by or on behalf of Customer or any Authorized User, (d) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement, or (e) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement. The foregoing obligation does not apply to the extent that the alleged Losses arise from any act or other matter described in Section 8.1 to the extent Provider is indemnifying Customer for such act or other matter.
- 8.3. Indemnification Procedure. Each party shall promptly notify the other party in writing of any claim or action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at the indemnitor's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the indemnitor's sole cost and expense. The party seeking indemnification may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The indemnitor shall not settle any claim or action in any manner that adversely affects the rights of the party seeking indemnification without that party's prior written consent, which shall not be unreasonably withheld or delayed. If the indemnitor fails or refuses to assume control of the defense of such claim or action, the party seeking indemnification shall have the right, but no obligation, to defend against such claim or action, including settling such claim or action after giving notice to the indemnitor, in each case in such manner and

on such terms as the party seeking indemnification may deem appropriate. The party seeking indemnification's failure to perform any obligations under this Section 8.3 will not relieve the indemnitor of its obligations under this Section 8, except to the extent that the indemnitor can demonstrate that it has been prejudiced as a result of such failure.

8.4. **Mitigation.** If any of the Services are, or in Provider's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services is enjoined or threatened to be enjoined, Provider may, at its option and sole cost and expense (a) obtain the right for Customer to continue to use the Services materially as contemplated by this Agreement, (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services, as applicable, under this Agreement, or (c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and require Customer to immediately cease any use of the Services or any specified part or feature thereof, provided that if such termination occurs prior to the first anniversary of the Effective Date, subject to Customer's compliance with its post-termination obligations set forth in Section 10.3, Customer will be entitled to a pro rata refund.

8.5. **Sole Remedy.** THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. **Limitations of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER WILL NOT BE LIABLE FOR CUSTOMER'S LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF PROVIDER OR ITS AFFILIATES HAVE BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. PROVIDER'S (AND ITS AFFILIATES') TOTAL CUMULATIVE LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM CLAIMS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. **Term and Termination.**

10.1. **Term.** This Agreement commences as of the Effective Date and will continue in effect for twelve (12) months from such date (the "**Initial Term**"), unless earlier terminated by a party in accordance with the terms of this Agreement. Following the Initial Term, this Agreement shall automatically renew for successive twelve (12) month terms (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party provides notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Term.

10.2. **Termination.** (a) Either party may terminate this Agreement or any Order Form without cause upon thirty (30) days' prior written notice to the other party; *provided*, that Customer shall not be entitled to refund of any prepaid amounts if Customer terminates this Agreement pursuant to this Section 10.2(a). (b) In addition to any other express termination right set forth elsewhere in this Agreement either party may terminate this Agreement, effective on written notice to the other party, if (i) the other party materially breaches this Agreement and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach or (ii) if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, in each case that is not discharged within sixty (60) days; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. (c) In the event that Customer fails to budget and appropriate funds for the Services in or for any Renewal Term ("**Non-appropriation**"), then Non-appropriation shall be deemed to have occurred and Customer shall have no liability or obligation for the payment of Services for such Renewal Term, and this Agreement shall automatically terminate upon such Non-appropriation

10.3. **Effect of Termination or Expiration.** Upon any expiration or termination of this Agreement, except as expressly

otherwise provided in this Agreement:

- (a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;
- (b) each party shall immediately cease all use of any Confidential Information of the other party and (i) promptly return or destroy, at the Receiving Party's election and subject to applicable Law, all documents and tangible materials containing, reflecting, incorporating, or based on Confidential Information; and (ii) permanently erase all Confidential Information from all systems the Receiving Party directly or indirectly controls, provided that, for clarity, Provider's obligations under this Section 10.3 do not apply to any De-Identified Data or Usage Data; and
- (c) notwithstanding anything to the contrary in this Agreement, the Receiving Party may retain Confidential Information (i) to the extent and for so long as required by applicable Law and (ii) in the Receiving Party's backups, archives, and disaster recovery systems until such Confidential Information is deleted in the ordinary course. For the avoidance of doubt, all information and materials described in this Section 10.3(c) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement.

11. Miscellaneous.

- 11.1. Force Majeure. Provider will be excused from performance in this Agreement to the extent that performance is prevented, delayed, or obstructed by causes beyond its reasonable control.
- 11.2. Entire Agreement. This MSA (including any modification hereof in accordance with Section 11.6), together with each Order Form and Provider's Terms and Conditions and Privacy Policy, represents the sole and complete agreement between Customer and Provider concerning its subject matter, and supersedes all prior agreements (both written and oral) between the parties with respect thereto. If there is a conflict between this Agreement and any provision in Provider's Terms and Conditions and Privacy Policy, the terms of this Agreement will control.
- 11.3. Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such provision will be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- 11.4. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement will be governed by and construed under the laws of the State of Utah without reference to its conflict of law principles that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the Moab District Court located in Grant County, Utah, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- 11.5. Notices. Any notices to Provider or to Customer must be sent to Provider's or Customer's, as applicable, address in the introductory clause above (or as found in the applicable Order Form), via personal delivery, registered or certified mail, overnight courier, or email (with confirmation of transmission) and are deemed given (a) if delivered personally, upon receipt; (b) if delivered by registered or certified mail, three business days following deposit with the USPS; (c) if delivered by overnight courier, on the business day following deposit with such courier; and (d) if delivered by email, when sent, if sent during the recipient's normal business hours, and otherwise on the next business day.
- 11.6. Modifications. This Agreement may be updated or modified from time to time only pursuant to a writing executed by an authorized agent of each of Provider and Customer. Provider shall not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Provider specifically agrees to such provision in writing and such writing is signed by an authorized agent of Provider.
- 11.7. Assignment and Change of Control. Customer may not assign, delegate, or otherwise transfer any of Customer's rights in this Agreement without Provider's prior written consent, and any such attempt is void. No permitted

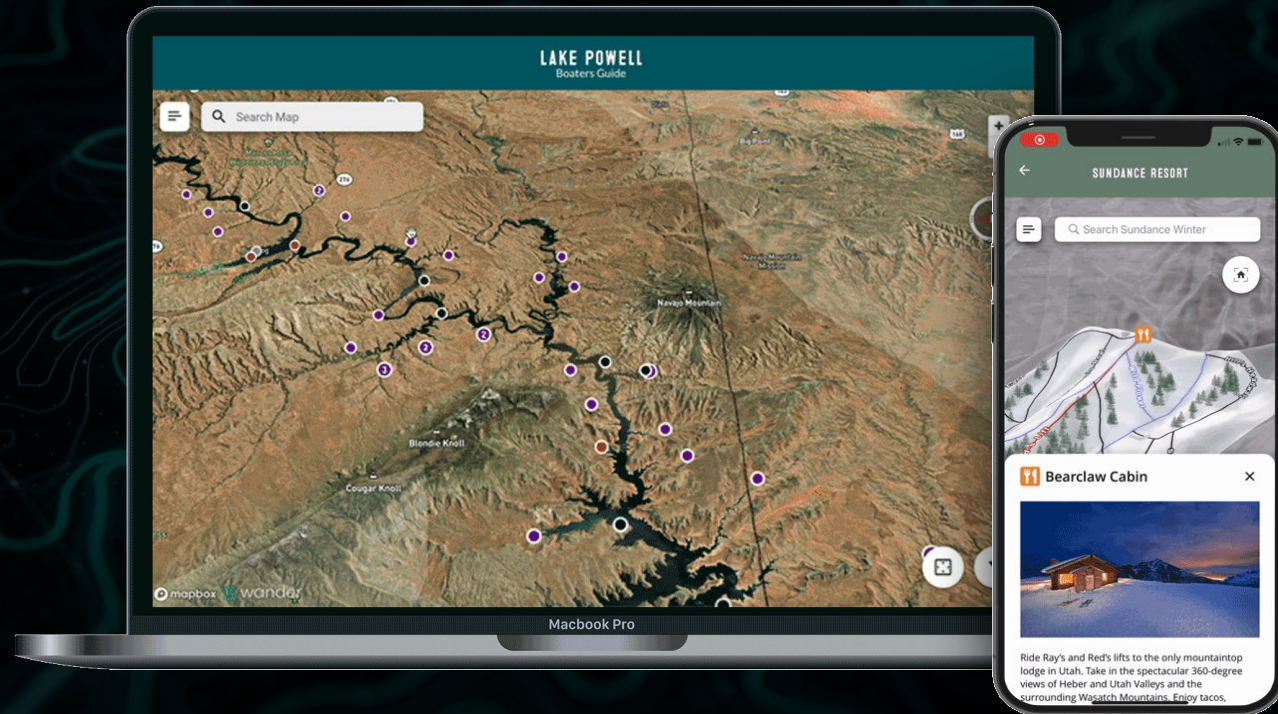
assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Provider has the right to terminate this Agreement in the event of a merger, reorganization or other transaction resulting in a change of control of the Customer, effective immediately upon notice of such termination to the Customer or to the surviving entity to which the Customer undergoes such change of control. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

- 11.8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 11.9. Relationship of the Parties. The relationship between Provider and Customer is one of independent contractors and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 11.10. Survival. The following provisions will survive the expiration or termination of this Agreement: Sections 4 (Confidentiality), 5 (Non-Solicitation), 6 (Intellectual Property), 7 (Representations, Warranties and Covenants), 8 (Indemnification), 9 (Limitation of Liability), 10.3 (Effect of Termination or Expiration), and 11 (Miscellaneous).
- 11.11. Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations could cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at Law, in equity, or otherwise.

BEFORE ACCEPTING THIS AGREEMENT BY SUBMITTING AN ORDER FORM TO PROVIDER, CUSTOMER IS ADVISED TO CAREFULLY READ THE TERMS OF THIS AGREEMENT AND ANY APPLICABLE DOCUMENTATION. BY CLICKING TO ACCEPT THIS AGREEMENT, CUSTOMER (1) AGREES TO BE BOUND BY AND BECOMES A PARTY TO THIS AGREEMENT AND (2) CONFIRMS THAT THE INDIVIDUAL ENTERING THIS AGREEMENT HAS AUTHORITY TO SO BIND CUSTOMER WITHOUT FURTHER ACTION BY CUSTOMER. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER SHOULD NOT CLICK THE "AGREE" BUTTON AND THE SERVICES WILL NOT BE USABLE.



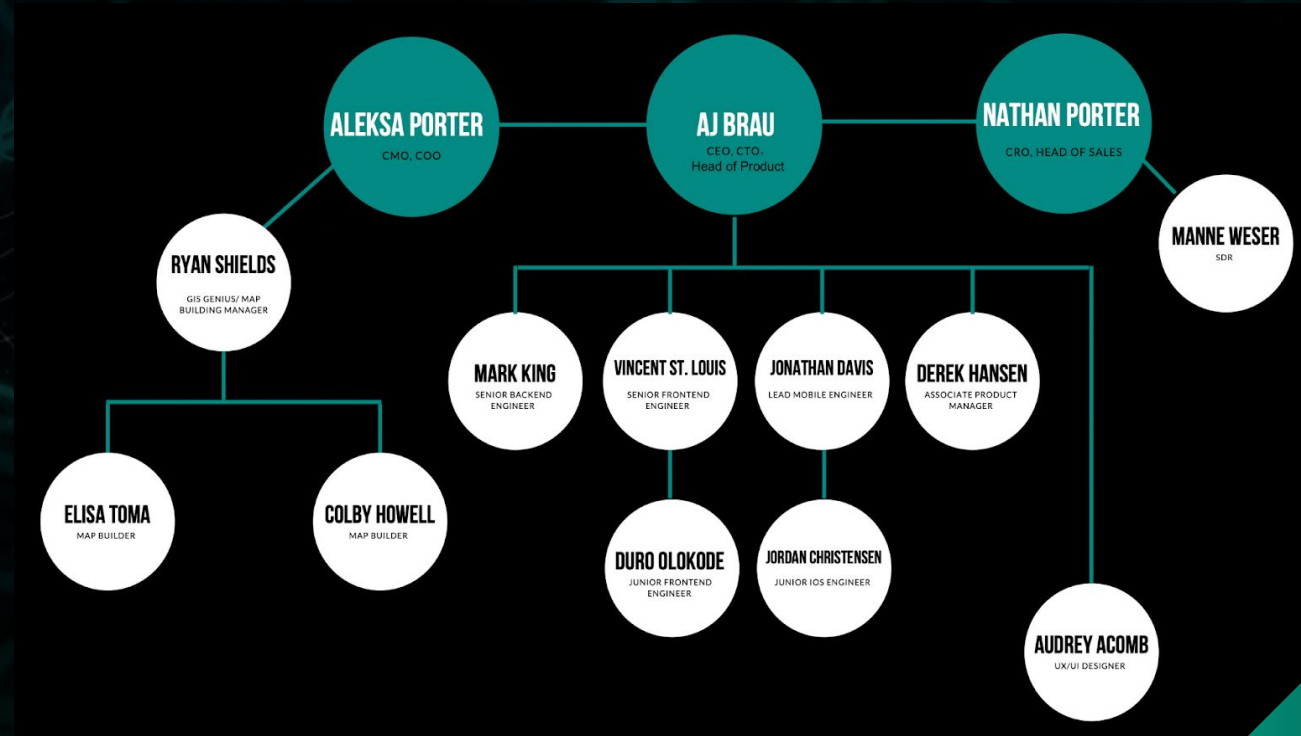
The Destination
Experience Platform
Owned by You



ABOUT US

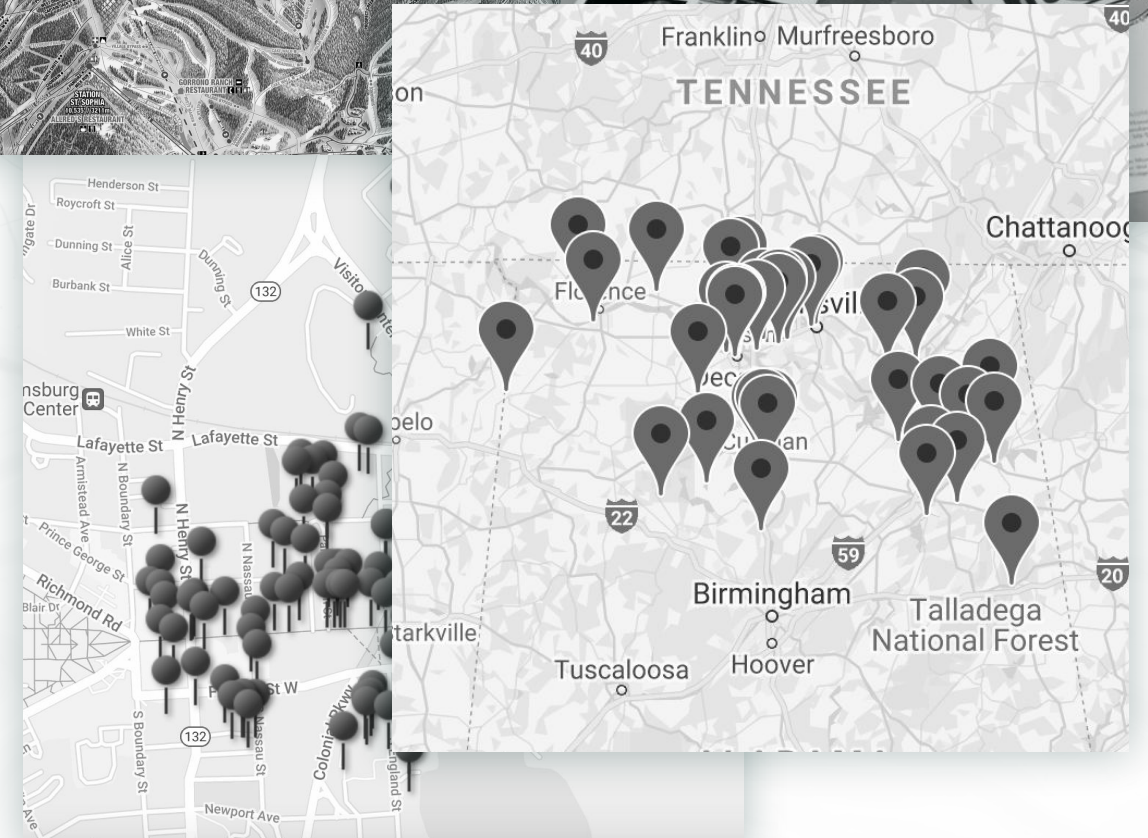
Wander, is an indigenous and women owned company founded in January 2021. Our CEO and co-founder AJ discovered her love for interactive destination apps in 2012 when she decided to build a map app for Lake Powell in UT/AZ. This experience taught her the importance of maps in creating a sustainable future for travel and recreation.

The three Wander founders have fallen in love with the tourism industry, and we believe that Wander will continue to empower and strengthen local communities around the world, while protecting and sustaining the magic of travel.



Maps Aren't Great Anymore

- Visitors get frustrated.
- There's no offline use.
- They're difficult to update.
- They're expensive to print.
- There's no GPS.



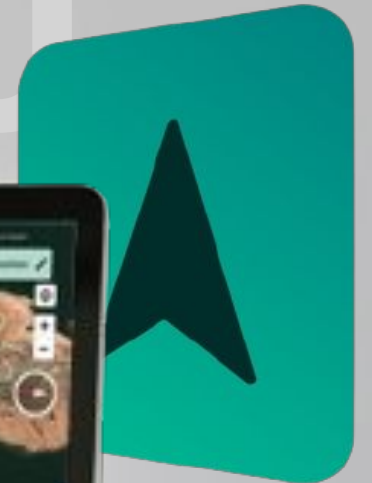
Introducing Wander Maps



Designed for your customers by the one who knows your destination best

- Create custom, 3D offline, interactive maps.
- Save time with seamless distribution.
- Receive customer analytics.
- Save money on paper maps.
- Get multiple licenses and logins for admin access to your maps.

YOU

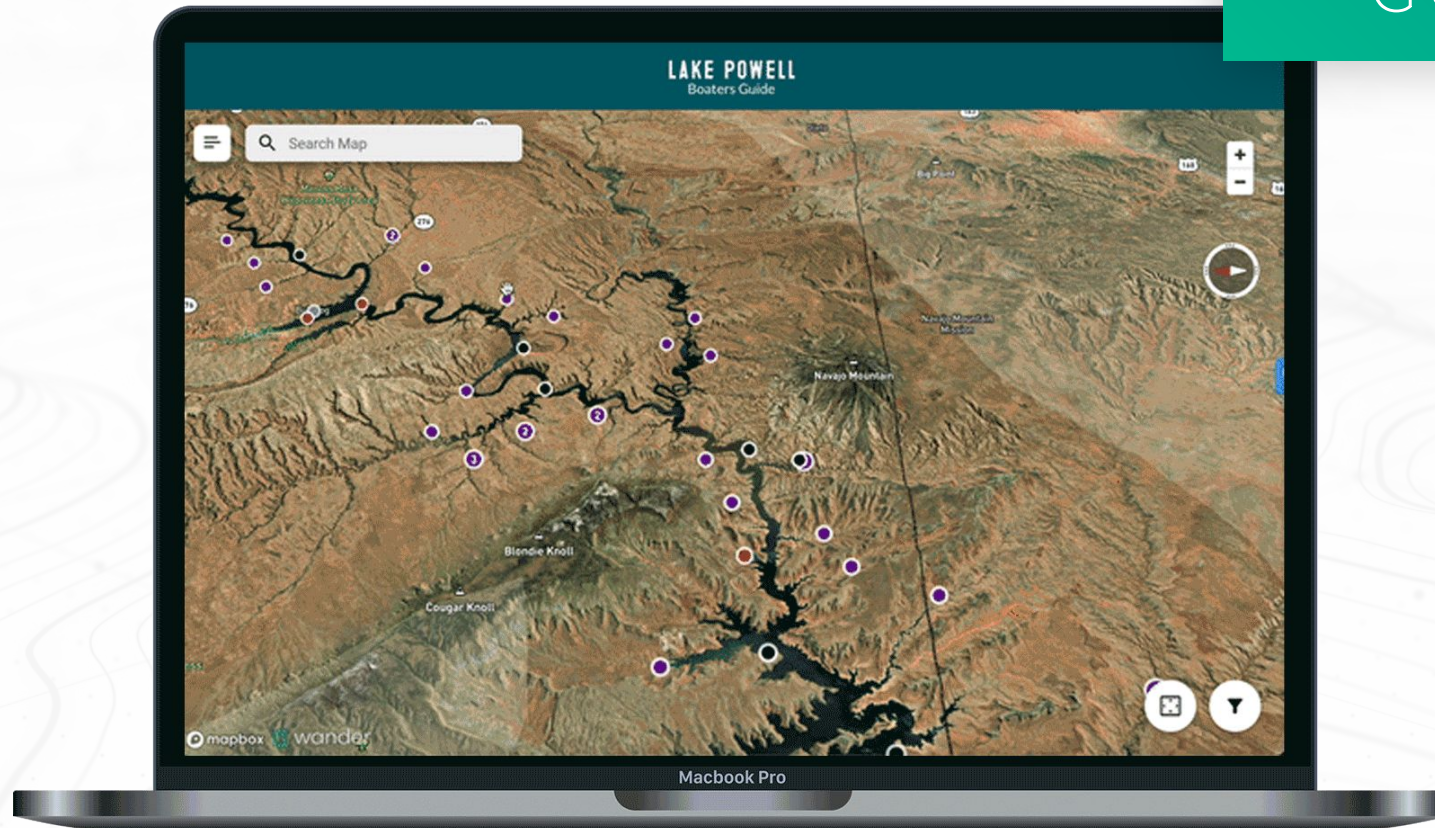


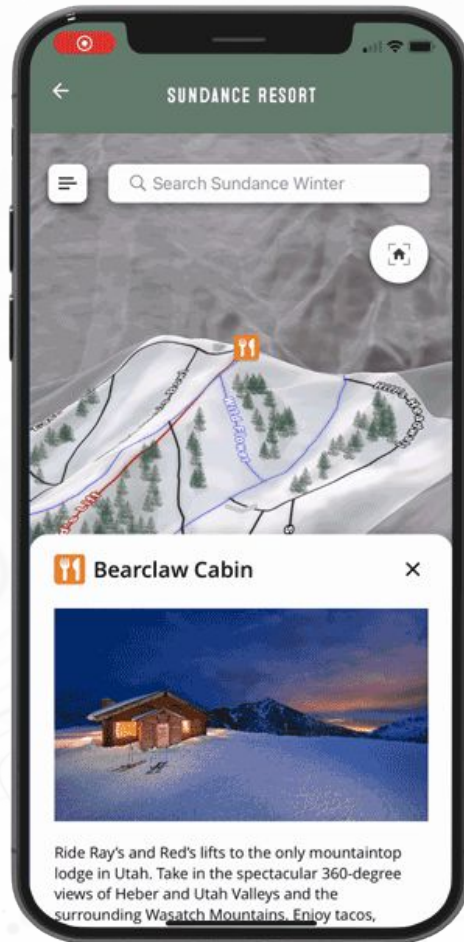


GORGEOUS MAPS

Custom-designed for your destination

- 3D terrain
- Custom branding
- Custom styles
- High-resolution imagery





EFFORTLESS UX

Easy-to-use experience

- Features an intuitive experience for your guests
- Helps your guests get their bearings faster than ever before
- Built specifically for your destination

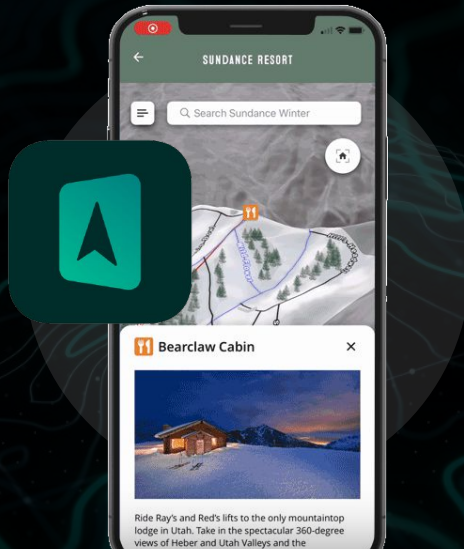
Distribution

Easily distribute your map experience to your visitors through any channel:



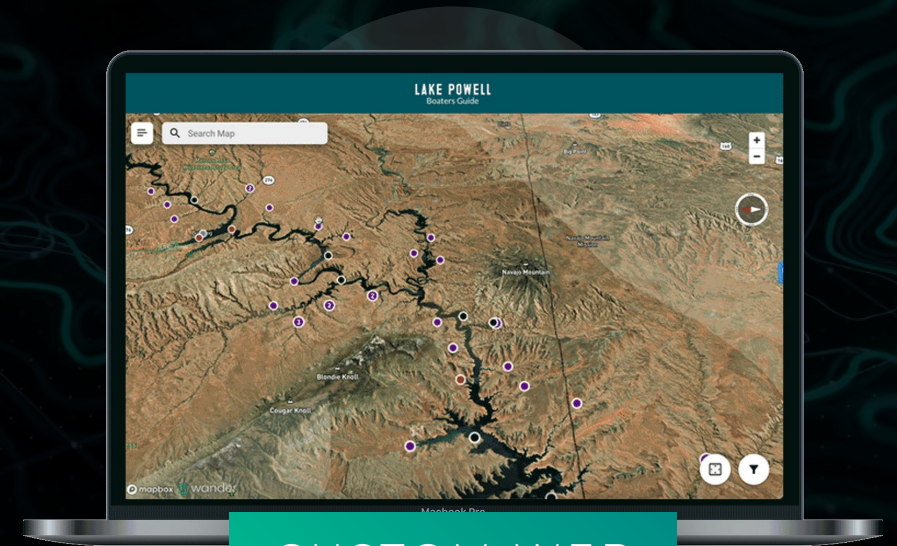
MOBILE WEB

No login or download required. Just scan the QR code!



WANDER APP

View the entire destination and take it offline on the app.

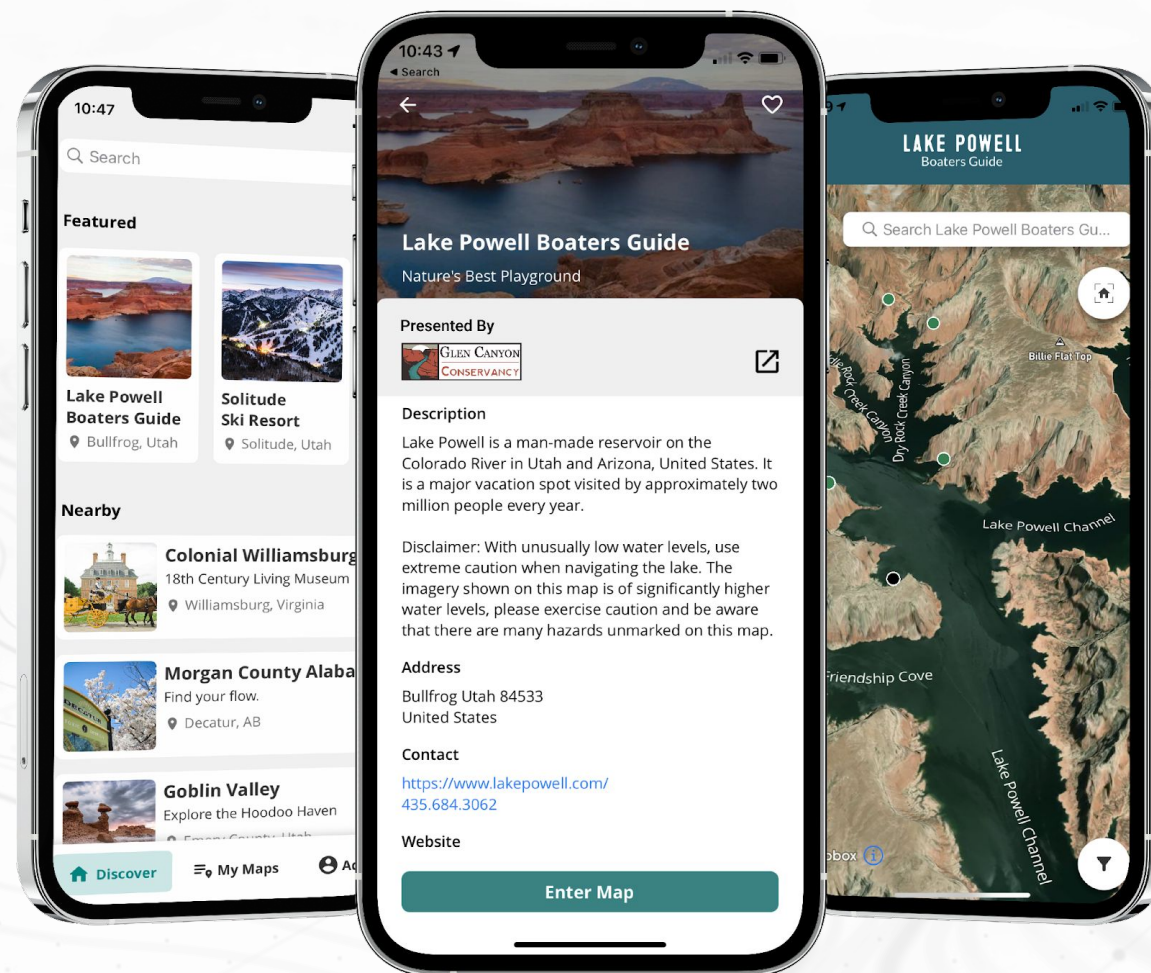


CUSTOM WEB

Embed and integrate your map directly on your website(s).

What we believe this opportunity will do for Discover Moab

- Help with your goal of Protecting and Preserving Moab.
- Have an effective and seamless tool to give to visitors.
- Help keep visitors safe and informed.
- Support more partnerships with area stakeholders.
- Take control and facilitate how people Discover Moab.



WHY WANDER?

Protect and Preserve

- Whoever manages the primary resource visitors use to visit a location has the greatest influence on where people go and where they spend their time and money. Wander maps are the most consumable and user friendly travel resource available for a destination, thanks to great ux, performant technology, and authoritative content.
- This resource also allows you to facilitate and manage what visitors see. Alltrails and Trailfork along with camping resources don't have accurate, user friendly, or free information. With Wander, you are able to manage trails, mountain bikers, offroaders, campers and also promote local downtown businesses.

Visitor Data Insights (coming soon)

- Wander allows destinations to ethically and cost effectively source and visualize visitor location data.

Improved Visitor Experience

- Visitors love great map experiences, because a great map experience removes frustration, and lowers the time it takes to make confident travel decisions.

Cost Savings

- The average cost of a paper map or pamphlet for our customers is \$.30 per map, but many State and National Parks spend well over 100k per year on paper maps, and ski resorts and amusement parks spend between 40k and 80k per year on paper maps.

Sustainable tourism

- A gorgeous map is one of the best ways to showcase what your destination has to offer so potential visitors can imagine themselves in your destination and have a MOAB official resource to recreate responsibly and sustainably.



Pricing



Map setup (one-time fee):

\$1,000

Hosting (all features included):

- ✓ Embedded on website
- ✓ Mobile Version
- ✓ In-App version
- ✓ QR Codes to post
- ✓ Offline use for all visitors
- ✓ Includes all updated features

\$1,000 (monthly)

\$12,000 (annually)

A Few Wander Destinations

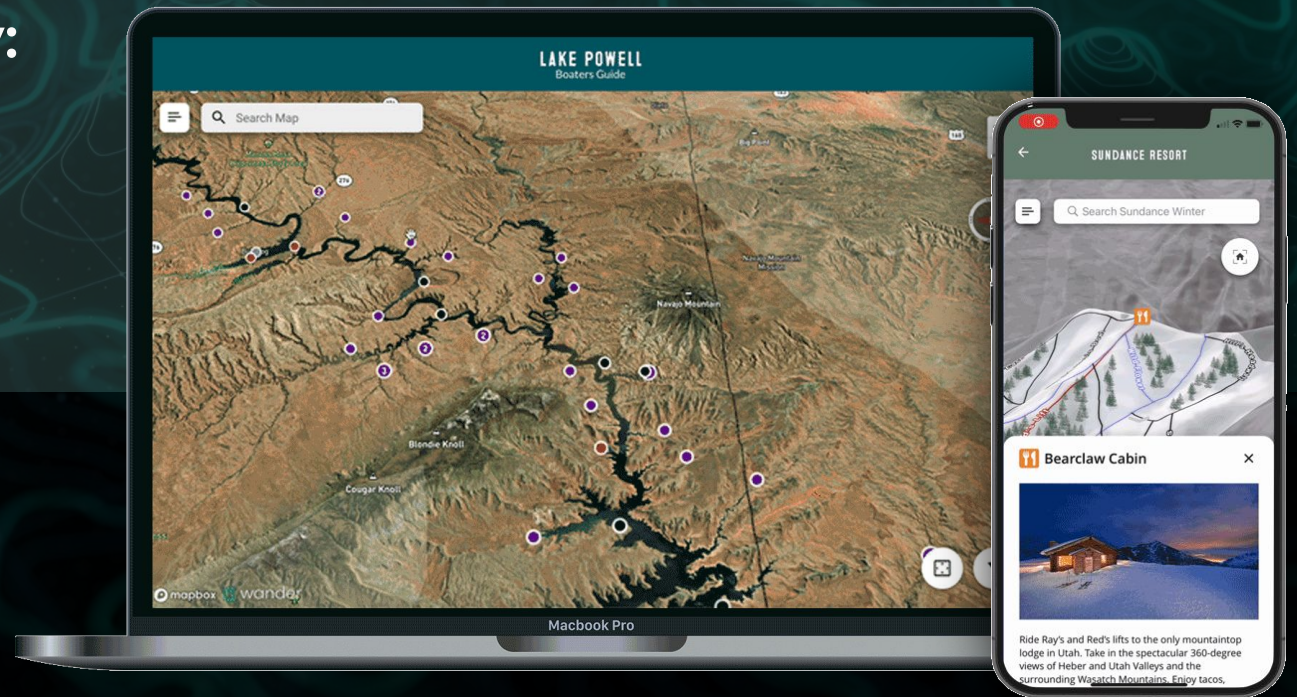




Check out our website today:

Wandermaps.com

The destination mapping
and discovery platform



Responsible & Recreational Message

Working together with Trail Mix and GIS

*We can customize the App

*Add Responsible message in each trails (in house)

*Customize the trails:

Ex: Winter we can show the some trails are close.

Add new trails

Do not show Milk Creek

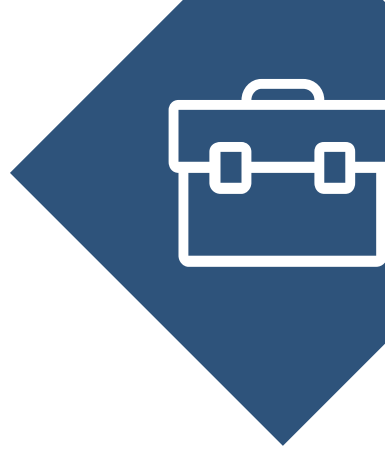


The Visitor Engagement Platform

Powered by
VisitWidget



Team Member – Leadership



Erich **Dahlke**

Co-Founder &
Director of Product
Primary Contact

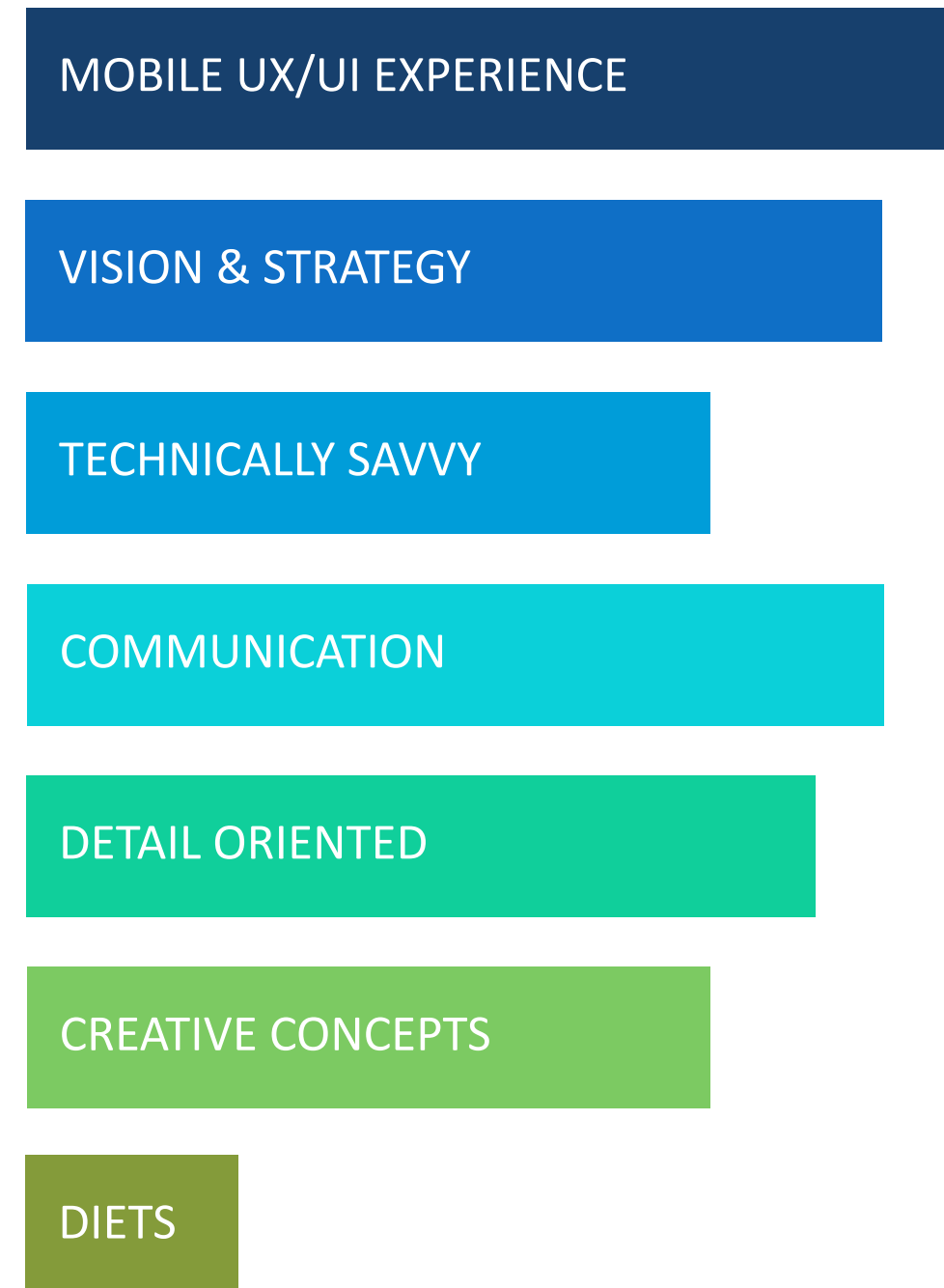


DECADE OF APP DESIGN

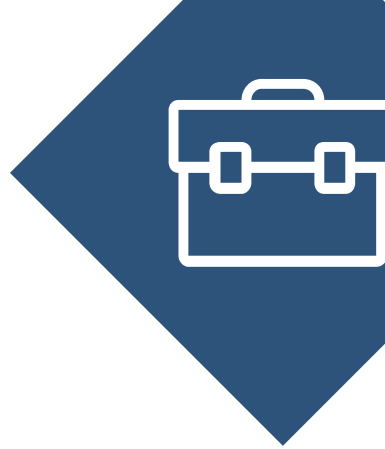
Prior to Co-Founding Visit Widget in 2014, Erich was the Director of Sales & Product Manager for AVAI Mobile Solutions for 6 years, and holds a BS from Texas A&M University and an MBA from St. Edward's University.

A self-taught mobile UX/UI designer, Erich has helped design and deliver over 300 high-profile visitor experience apps, taking them from concept to reality. From attractions like Daytona International Speedway and the Smithsonian to events like Rodeo Houston and the New York International Auto Show, Erich has facilitated the strategic design and deployment of apps built specifically to enhance visitor experiences pre, during and post visit.

STRENGTHS & A WEAKNESS



Team Member – Leadership



Darren **Smith**

Co-Founder &
Director of Technology



DECADES OF TECH

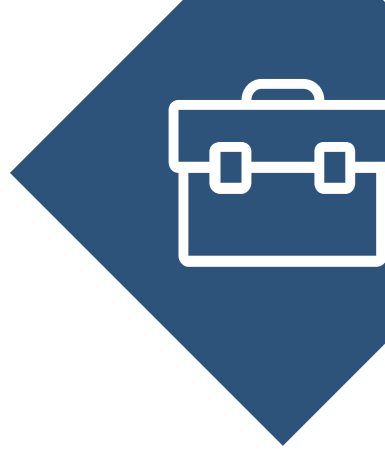
As a seasoned technologist, Darren has provided software development expertise and implementation to a variety of companies and organizations. Starting programming at the age of seven, he has taken the time to implement principles from Lean Manufacturing, Agile, Domain Driven Design, and other methodologies into his practice. This results in software projects that meet deadlines, exceed customer expectations, scale easily, and are cost efficient.

As the technical co-founder of Visit Widget, Darren oversees all software development. He is responsible for ensuring that development meets product and customer expectations and ensuring that a high development velocity is maintained to accommodate the company's high rate of growth.

STRENGTHS & A WEAKNESS



Team Member – Account Management



Jen **Altman**

Account Manager



DECADES OF PROCESS

Jen came to Visit Widget just over 3 years ago, seasoned in project management for clinical research. She understands the importance of communication, organization and planning to keep everyone on the same page. This helps ensure we stay on time and on budget throughout implementation. Prior to her tenure in project management, she had extensive experience in customer service and values the relationships we build with all our clients. Every destination is different, and our clients have helped us dictate a lot of the new features we've added to our road map. Listening to clients is one of Jen's strong points, and our product has benefited greatly from it.

Jen is involved with each project starting with the Kick Off Meeting, and guides the project through the implementation process and is the primary support once the project is live. Clients are not handed off once a project is live, she is the Account Manager for the life of each project assigned.

STRENGTHS & A WEAKNESS





Web Widget Interface Overview



Content List View

The Content List View shows a listing of events, places, feed posts, or tours. Events, as shown in the photo below, are ordered chronologically and provides a date range picker for users to easily adjust travel dates.

Main Navigation

The Main Navigation of the widget, kiosk and apps is configurable based on client requests and can contain up to 6 main navigation items.

Primary Logo

The primary logo is easily configurable and can be designed to overlap on the map area.

Interest Categories

Interest Categories can be unique to each content list view. Clients can select labels, order, icons, color coding, premium categories, and default state; active or inactive on default view.

Info Window

The info window for any item can be accessed by clicking on the map pin and provide a quick-add option for users.

Web Widget Options



Tour Stops

Tour stops are listed in the recommended order set up by the client. All stops on a tour must already be set up as a place coming from the website integration or manually for those you would only like to show up on a tour. Stops can be added individually to your plan or you can add the entire tour with one click on the cover photo.

Cover Photo & Action Bar

Ideal dimensions for the tour cover photo are also 960x600px. Categories applicable to the tour show on the right and on the action bar you see the number of stops and total drive or walk time it takes to complete the tour. You can map it so show routing and Add all stops to your plan from the button overlaid on the cover photo.

Tour Route

After clicking "Map It" you are able to see the tour fully routed out on the map. Once the tour stops are added to your plan you can drag and drop the order based on your schedule and the route will automatically recalculate.

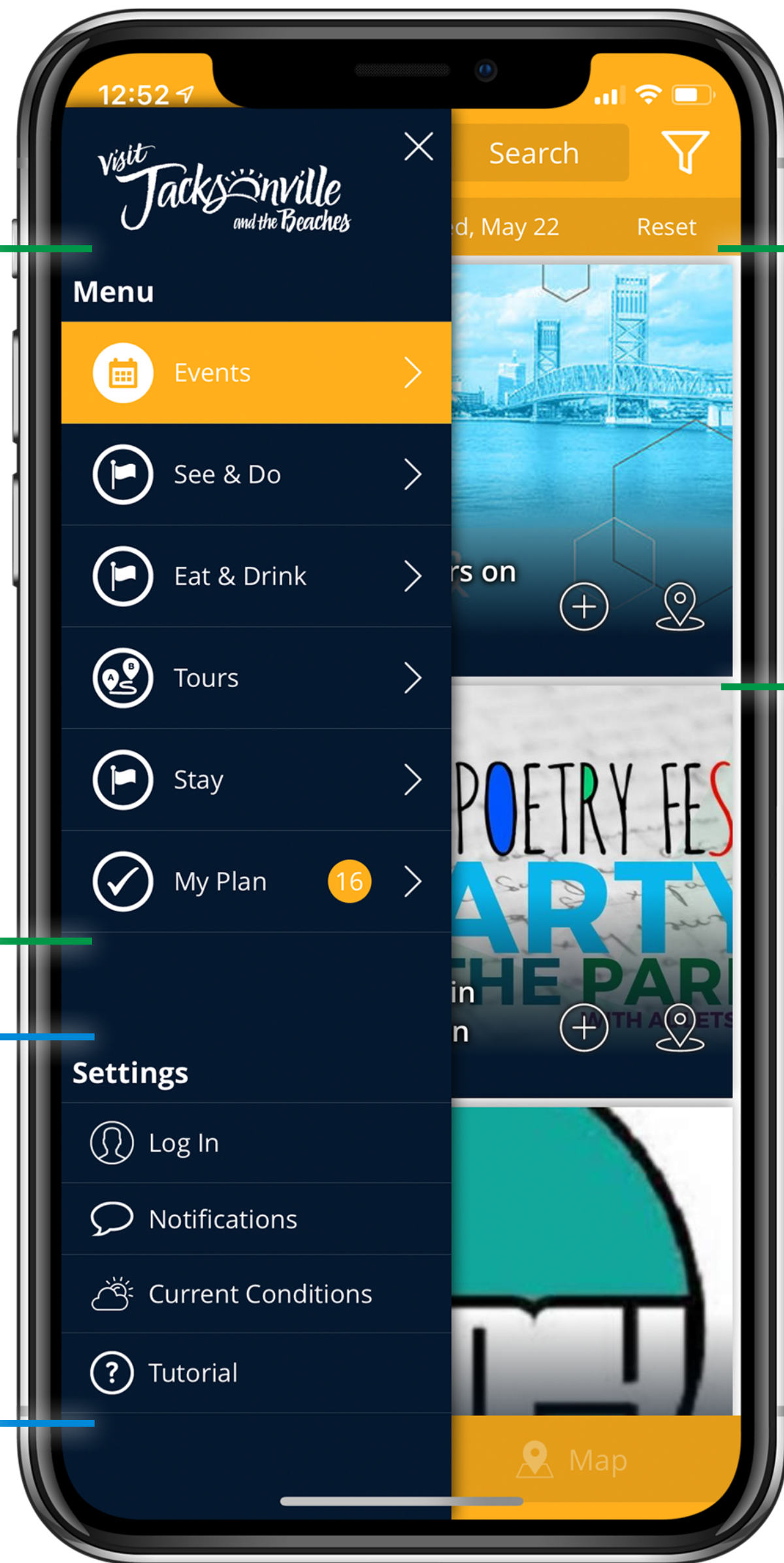
The screenshot displays the 'Visit Jacksonville and the Beaches' website interface. At the top, there is a search bar and a 'Log In' button. Below the navigation bar, there are several tour cards. The 'Mural Tour' card features a colorful mural and indicates '55 stops'. The 'Historic Buildings Loop 1' card features a photo of the Florida National Bank and indicates '16 stops'. A 'Map It' button is overlaid on the 'Historic Buildings Loop 1' card. To the right, a map shows a blue route connecting 16 numbered stops in the historic district. A sidebar on the right contains a 'Select All' button and category filters for 'Murals' and 'Historic', both of which are checked.

Mobile Apps Overview



Menu

From the app side menu, users are able to select which feed they would like to browse. Once selected the side menu closes and can be re-accessed via the menu bar in the top left of the device.



Settings

The Settings include a way to Log In for users who want to create an account or already have one, access to Notifications (push messages, geo-fences, upcoming event reminders, etc), 3rd party URLs for any other page clients want their users to have easy access to, and Tutorials that users can always refer back to.

List View

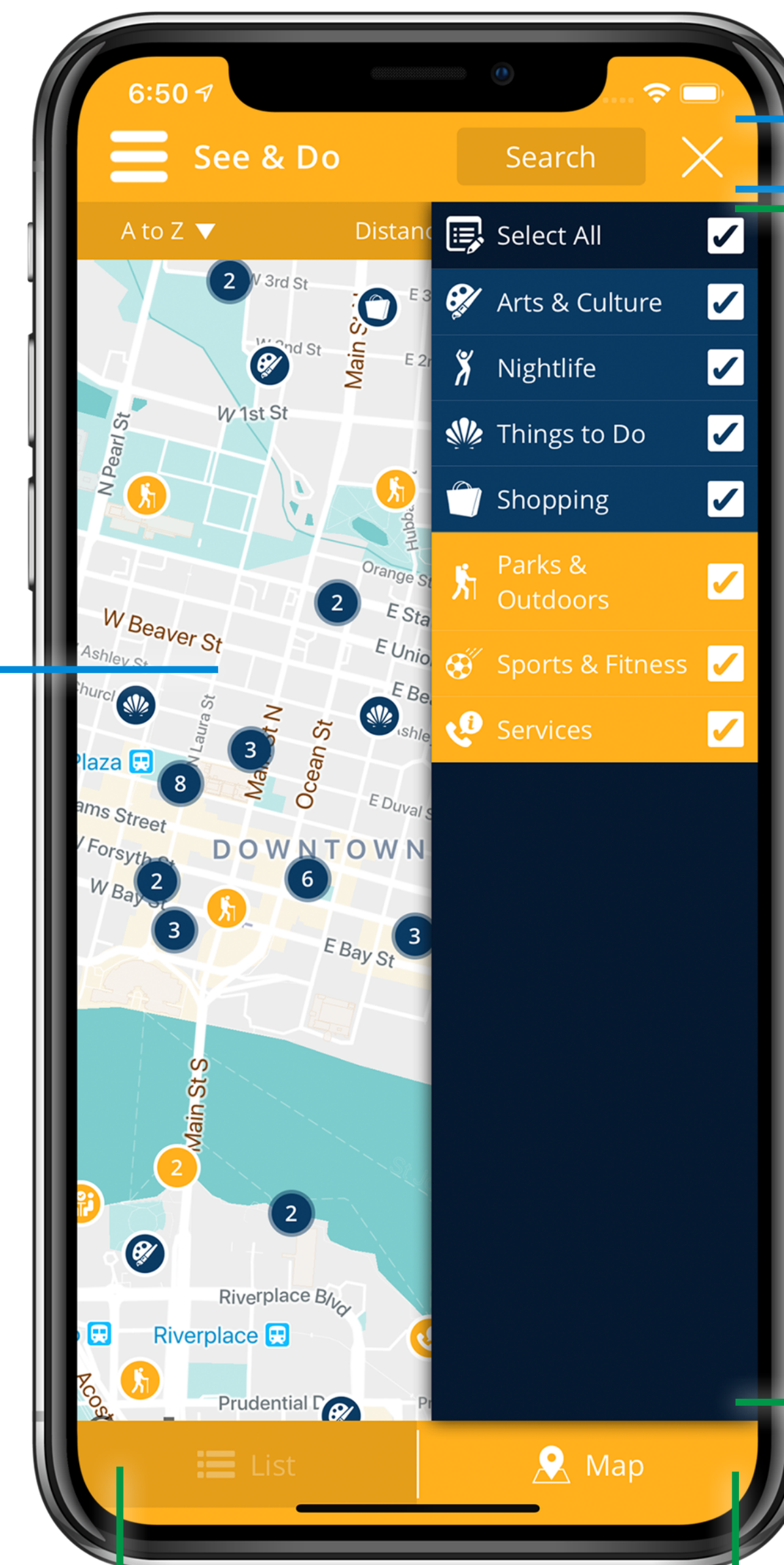
Each Place or Event utilizes a cover photo with the name, ability to map it and add it to a plan. Users are able to click the cover photo to go to a details page for more information.

Map View

Once on the map view users will see pins for Places/Events that correspond to the categories the user has selected along the right. Users are able to zoom in/out and move the map to see more or different locations.

Map/List Toggle

Users are able to toggle between the list view (shown here in the left phone screen) and Map (shown on the right).



Category Filter/Search

On the default load of the map, the categories are not shown. To view the list of categories, users would click the filter icon on the top right. To search for a particular place or event, users can click the Search bar and it will expand across the top bar. As users type, the system will show and narrow the search results.

Categories

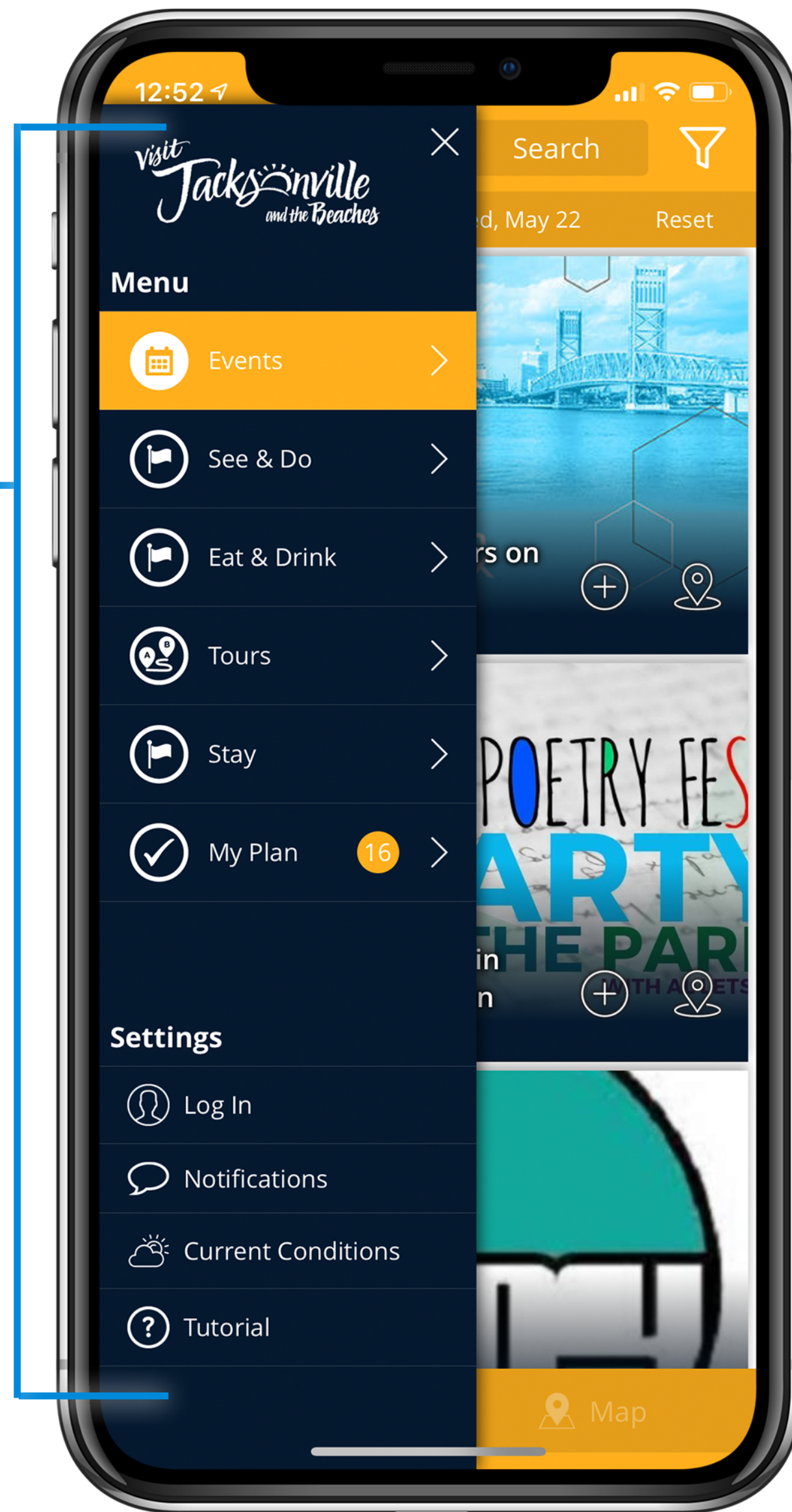
Once the filter icon is selected, the categories become a flyout on the right hand side and users are able to select/deselect the categories they would like to see listings for.

Mobile Apps Options - Navigation



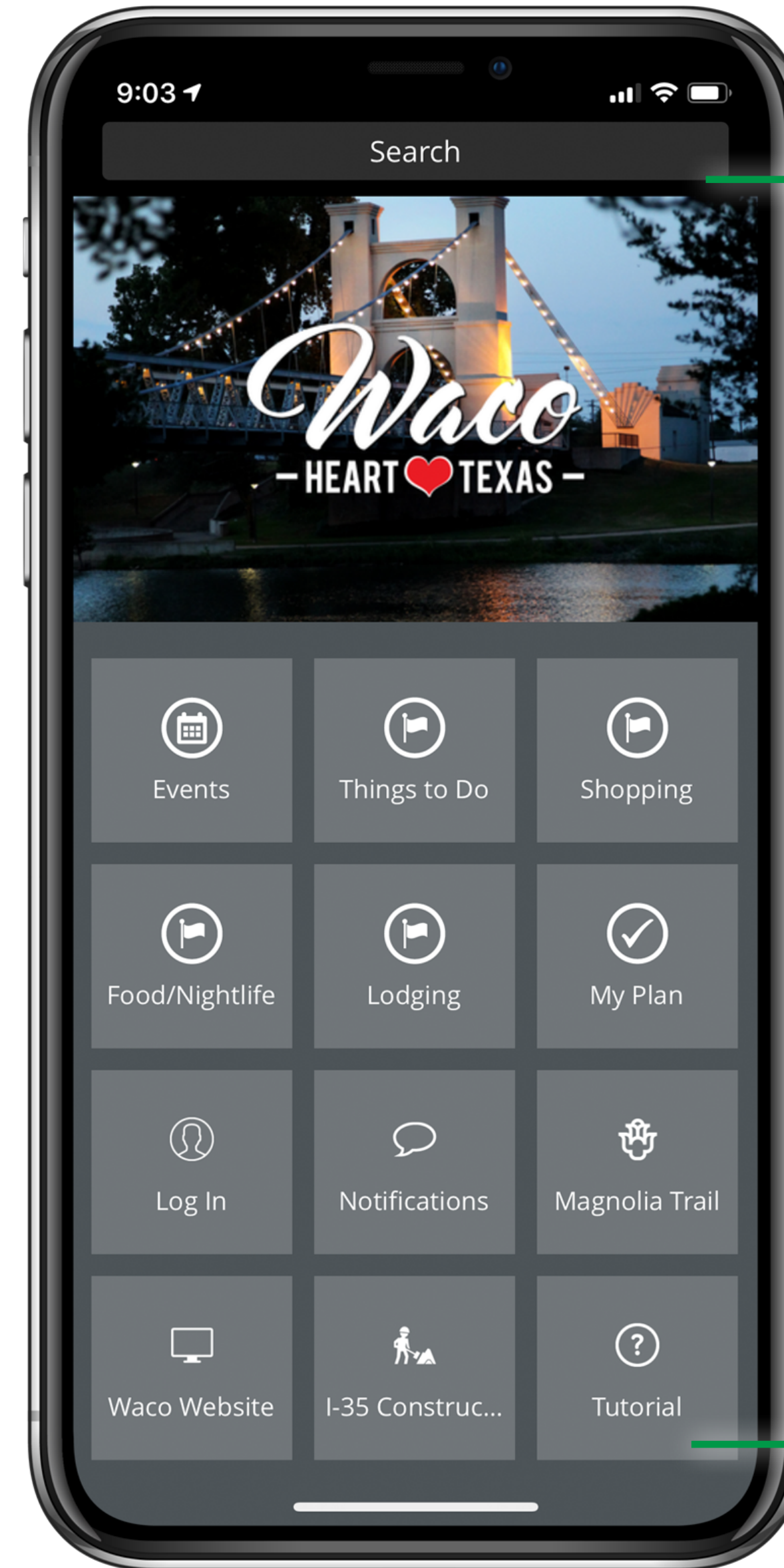
Side Menu

The Side Menu is accessed through the menu icon on the top left of the app screen upon launch. Once clicked, users are shown a list of all Menu Items and Settings and can choose which feed or option they would like to view.



Grid Menu

The Grid Menu shows as the default view upon launch of the app. Each button reflects the same options as the side menu, but in a grid format. Users are able to use the grid icon in the top left to return to the grid menu from other feeds.



Pricing Tiers



BASIC

\$399/mo

+3k Setup Fee

Responsive Widget

iOS & Android Apps

Check-In Challenges

Up to 50k Visitors /mo

Hourly Event & Place Import

Premium Support

PLUS

\$599/mo

+3k Setup Fee

Responsive Widget

All Basic Features

Push Messaging

Up to 100k Visitors /mo

Hourly Event & Place Import

Premium Support

PRO

\$999/mo

+3k Setup Fee

Responsive Widget

All Plus Features

Augmented Reality

Proximity Messaging

Up to 250k Visitors /mo

4-Hour Event & Place Import

10 Geofence Campaigns

Premium Support

INTERACTIVE KIOSK ADD-ON +\$100/MONTH - SUPPORTS UP TO 3 CONNECTED TOUCH-SCREEN DEVICES

storyapps



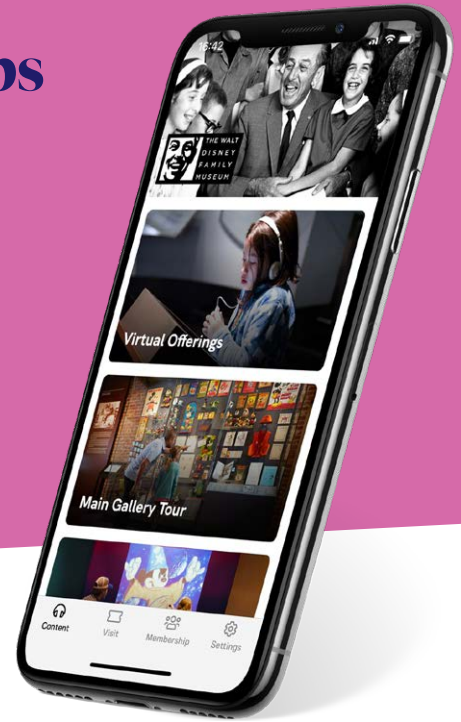
The simple to use app builder for sharing your stories



We provide world class digital solutions for destinations with stories to share. Harness the power of technology to allow your visitors to engage deeper, explore further, and discover more.

Create iOS, Android, and web apps using our feature rich platform.

Visitors love engaging and interactive experiences — especially when they can easily use their own device to dig deeper. We make creating those experiences easier. From a simple app based audio guide to a county wide app encompassing various towns and cities, no story is too big or too small for the STQRY platforms.



Features to enhance your stories:



Custom branding

Create an app that's completely your own by using advanced branding features. Your logo, your colors, your way.



Powerful mapping

Access to satellite, street, and terrain maps means there's a perfect option for your tour, or you can add a custom map of your own, including indoor maps. Maps show the user's GPS location and nearby points of interest.



Multiple tours and collections

Whether you're planning to offer different routes or tours or want to publish your whole collection, you'll have the flexibility you need. Your app can include multiple guided tour options, so you can categorize by place, theme, or anything else you want. Types of key tours: exhibition, walking, biking, driving, train, aircraft, boat, bus



Accessibility

Create inclusive mobile tour apps and audio guides that everyone can enjoy. Our platform allows you to use technology – including voiceover and image descriptions – to make your site accessible for visitors who are visually or hearing impaired. Multilingual support lets you reach more visitors, with 20+ languages supported.



Interactive fun

Turn up the fun to challenge and motivate your visitors to interact using games, quizzes, and rewards as part of their experience.



Geofenced alerts and iBeacons

Want real-time engagement? Send visitors location-based notifications using the technology built into their mobile device. Geo-fenced alerts connected to auto-play audio are great for tours covering a wide area, while iBeacons can trigger audio or immersive, location-specific content when visitors approach.



Premium content

Your app can support free tours, in-app purchases and content that can be unlocked with a code.



Analytics

Our robust analytics console and integration with Google Analytics provides you with location traffic and click behavior, so you can build a complete picture of your app's performance.



Real-time content updates

Something new to share? Make changes to your content through the STQRY builder, and updates will be pushed to your app in real time.



Support for all media formats

Enrich the visitor experience with audio, images, and video content. You can even take it to the next interactive level with 360 content and Augmented Reality (AR).

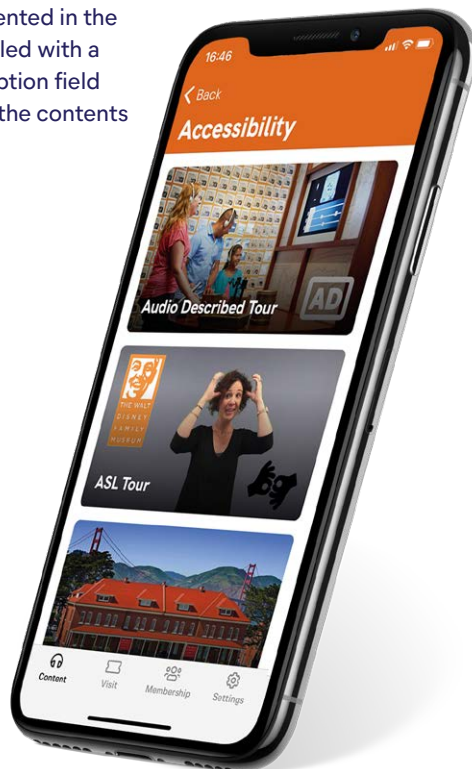


Advanced user permissions

Admins can manage multiple users and apps, or allow multiple users to create and manage content in one place.

A closer look at accessibility

- STQRY apps work with accessibility features already on devices, such as VoiceOver and TalkBack, magnify page, zoom and pan elements, invert colors, and convert color to grayscale.
- Support for multiple languages. We currently support 20+ languages including most Asian and European languages and RTL languages such as Arabic and Hebrew.
- All tours can include an optional local tour phone number for visitors who prefer to use a simple audio tour.
- Ability to include regular and described audio in the app.
- Closed caption and ASL videos can be displayed in the app.
- Audio and video support adding transcriptions for hearing impaired visitors.
- All images presented in the app can be labeled with a separate description field which describe the contents of the image.



Who has a STQRY app?

SAM

MUSEUMS VICTORIA

Yale

AM

THE WALT DISNEY FAMILY MUSEUM

MoPOP MUSEUM OF POP CULTURE

ruko

UNITED STATES BOTANIC GARDEN

Sign up for free on our website or schedule a demo — no strings attached

STQRY provides award winning digital storytelling platforms to help your audiences explore, engage, and discover destinations in new ways. The STQRY team has worked on thousands of projects worldwide since our inception in 2006 with clients ranging from museums, parks, attractions, cities, and historic sites of all sizes.

storyapps



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Rochester, NY 14610
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Auckland, New Zealand
92 Franklin Road, Freemans Bay
Auckland 1011, New Zealand
+64 (21) 0429 471

stqry.com | info@stqry.com

stqry



AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

AUGUST 2, 2022

Agenda Item:

TITLE:	Approving volunteer appointment to the Noxious Weed Board
FISCAL IMPACT:	None
PRESENTER(S):	Sarah Stock

Prepared By:

SARAH STOCK

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the appointment of Chris Marlor to Grand County's Noxious Weed Control Board with a term ending December 31, 2023.

BACKGROUND:

- Chris Marlor has taken over invasive species duties for Charlie Fischer at the BLM, and the Noxious Weed Board voted unanimously to replace him as the BLM and federal lands representative on our Noxious Weed Board.

ATTACHMENT(S):

- Appointment Letter

July 22, 2022

Grand County Commission
125 E. Center Street
Moab, UT 84532

Re: Grand County Noxious Weed Control Board Recommendation Letter

Dear Grand County Commission Members,

The Grand County Noxious Weed Control Board has received and reviewed an application for a Board vacancy. On July 11, 2022, the Board met in an open meeting and voted unanimously to recommend to the Council that Chris Marlor, a BLM Fire and Invasive Species specialist serve a term on the Board ending December 31, 2023. Mr. Marlor would replace Charlie Fischer, our previous BLM and federal lands representative.

Thank you,

A handwritten signature in cursive script, appearing to read "Sarah Stock".

Sarah Stock, Chair
Grand County Noxious Weed Control Board

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

AUGUST 2, 2022

Agenda Item:

TITLE:	Approving the appointment of a new alternate board member of the Community Renewable Energy Agency
FISCAL IMPACT:	None
PRESENTER(S):	Sarah Stock

Prepared By:

SARAH STOCK

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the appointment of Elissa Martin as an alternate board member for the Community Renewable Energy Agency Board and authorize the chair's signature on the related letter.

BACKGROUND:

- For the past year, John Guenther served in this position. Elissa is willing and able to take this responsibility on.

ATTACHMENT(S):

- Appointment Letter

Grand County Commission
125 E. Center St.
Moab, UT 84532

August 2, 2022

Re: Appointment of the Grand County's Community Renewable Energy Alternate Board Member

Dear Secretary:

On December 3rd, 2019 the Grand County Commission "County" adopted a resolution that established a goal of a net 100% renewable energy supply for the County by 2030. By way of this resolution, the County became eligible to become a "Participating Community" as contemplated by the Community Renewable Energy Act. On May 4th, 2021, the County executed the Interlocal Cooperation Agreement ("Agreement") Among Public Entities Regarding the Community Renewable Energy Program ("Program") to become a Participating Community in the Program and by way of this letter delivers this Agreement pursuant to paragraph one of the Agreement.

For the past year, Sarah Stock, Grand County Commissioner and John Guenther, Planning and Zoning Director have served on the Community Renewable Energy Agency Board. John Guenther recently left Grand County. Elissa Martin, the new Planning and Zoning Director, has been appointed by the Grand County Commission to serve as an alternate board member. Pursuant to section two of the Agreement, the County by way of this letter from me as the Chair of the Grand County Commission, now appoints the following persons as the County's and alternate Board member:

Alternate: Elissa Martin, Planning and Zoning Director

Primary: Sarah Stock, Grand County Commissioner

Please let me know if you have any questions or need any further information. Thank you.

Signed,

Jacques Hadler

Chair of the Grand County Commission

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

Agenda Item:

TITLE:	Grand and San Juan County's Children's Justice Center Contract with the State of Utah Attorney General's Office
FISCAL IMPACT:	
PRESENTER(S):	T. Brooke DeGraw Children's Justice Center Grand and San Juan County, Director

Prepared By:

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the Renewal of the Grand and San Juan County's Children Justice Center contract with the State of Utah Attorney General's Office

BACKGROUND:

This is an annual Grant Agreement between the State of Utah Attorney General's Office and the Grand and San Juan County's Children Justice Center.

ATTACHMENT(S):

- FY23 Grand CJC Contract Package FINAL



Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department Name: Attorney General's Office Agency Code: 80 Division Name: Children's Justice Center Program, referred to as the State Entity, and the following Contractor:

<u>Grand County</u>			
Name		_____	
<u>125 East Center Street</u>			
Address		_____	
<u>Moab</u>	<u>UT</u>	<u>84532</u>	_____
City	State	Zip	_____

LEGAL STATUS OF CONTRACTOR

Sole Proprietor

Non-Profit Corporation

For-Profit Corporation

Partnership

Government Agency

Contact Person: Brooke DeGraw Phone # 435-260-1037 Email: bdegrow@grandcountyutah.net
Vendor # 04363HB Commodity Code # 95217000000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: a multidisciplinary, intergovernmental response to sexual abuse of children, physical abuse of children, and other crimes involving children where the child is a primary victim or critical witness, such as in drug-related endangerment cases. Service area includes Grand and San Juan Counties. Services will be provided at 180 South 300 East, Moab, UT 84532, and 62 East 200 South, Blanding, UT 84511.

3. _____

4. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# NA, FY0, Bid# _____, or other method: _____.

5. CONTRACT PERIOD: Effective Date: 07/01/2022 Termination Date: 06/30/2027 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): _____.

6. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$101,783 for costs authorized by this contract. Prompt Payment Discount (if any): _____. Additional information regarding costs: Contract includes funding allocation for FY23. Funding for FY24 – FY27 is subject to the provisions of Attachment A, Paragraph 13. See Attachments C and D for additional information on costs.

7. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods or Services
ATTACHMENT B: Scope of Work
ATTACHMENT C: Contract Costs and Fiscal Conditions
ATTACHMENT D: Budget
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid #NA dated NA.

8. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, that Contractor is registered with the Utah Department of Commerce and is in good standing.
The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CONTRACTOR

STATE

Contractor's signature Date

Agency's signature Date

Type or Print Name and Title

STATE OF UTAH APPROVING AUTHORITIES

Director, Division of Finance Date

Tracey Tabet

Agency Contact Person

801-281-1202

Telephone Number

ttabet@agutah.gov

Email

(Revision 05 June 2022)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

Note: Changes have been made to Section 22.

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any

rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in

accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** See Attachment C for terms and conditions on Invoicing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information

strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

ATTACHMENT B: SCOPE OF WORK FOR CHILDREN'S JUSTICE CENTER

CONTRACTOR (CJC) and the Attorney General's Office (Program) agree that state law defines the requirements and purposes of a Children's Justice Center as follows, pursuant to Utah Code Annotated §67-5b. To fulfill the requirements and purposes of a CJC, CJC agrees to comply with the following conditions:

1. Child Focused Setting. The CJC shall:

- a. Maintain a safe, child friendly facility that is designed to make child/youth feel comfortable and at ease and that meets all applicable state and local codes;
- b. Provide suitable interview rooms and waiting area for the child and family; provide sufficient and suitable staff to interact with the child and family, answer questions, to provide immediate crisis intervention; to ensure privacy when discussing cases with parent, staff, children, etc;
- c. For centers funded to operate full-time (per the Program funding formula), the facility's operating hours shall be 40 hours a week and shall be sufficiently staffed to provide services as outlined in this contract. Centers funded to operate on a part-time basis or as a satellite may be open fewer than 40 hours a week. Contact information for the center shall be posted for visitors who come to the center outside set operating hours;
- d. Facilitate and coordinate child's and family's journey through criminal and juvenile systems;
- e. Treat the child and family with respect and dignity;
- f. Notify the administrator of the Program promptly regarding any plans to relocate the CJC or expand services beyond those outlined in the Scope of Work.

2. Forensic Interviews. The CJC shall:

- a. Respond as quickly as possible to requests for interviews from law enforcement (LE) or the Division of Child Family Services (DCFS)/Child Protective Services (CPS);
- b. Actively promote a joint LE/CPS response and encourage both to be present for the forensic interview;
- c. Schedule interviews and coordinate them with LE, DCFS/CPS and family;
- d. Record interviews and provide recordings to the assigned LE and CPS designees; provide transcripts upon request of LE or prosecutors, subject to limitations based on staff capacity;
- e. Ensure optimal performance of all recording equipment and advise interviewers that CJC staff may need to periodically monitor interview to ensure audio and visual quality;
- f. Be responsible for ensuring the quality and professionalism of the interviewer if the CJC hires its own forensic interviewer;
- g. If the CJC hires its own forensic interviewer, the CJC will ensure its forensic interviewer participates in peer review and training with other CJC forensic interviewers as provided and coordinated by the Program's Forensic and MDT Specialist (hereinafter referred to as "Specialist"); the CJC will also ensure its forensic interviewer becomes an FI trainer within one year of hire;
- h. Refrain from mandating the use of a particular interviewing protocol as a condition of using the CJC, but can suggest or recommend a particular protocol be used by an interviewer (LE or DCFS/CPS);
- i. Relay any concerns of CJC staff or MDT regarding interviews or techniques used by any particular interviewer/investigator to the interviewer's supervisor with the suggestion that the supervisor review the interview; concerns may also be brought to the attention of the prosecutor's office; consult with the Program's Specialist for problem-solving and remedial training/skill building options as needed.

3. Victim Advocacy: The CJC shall:

- a. Ensure that CJC victim advocacy service providers meet the Program's 24 hour, CJC-specific training requirement before providing advocacy services to children and families; meet the additional 16 hour Utah requirement within 3 months of hire; maintain documentation as proof

- of all training completion;
- b. Provide services and support consistent with the Rights of Crime Victims Act;
- c. Provide needs assessment and crisis intervention; engage in information sharing with the MDT; coordinate case management meetings; provide a warm handoff to other victim advocates; provide active outreach and follow-up support services;
- d. Provide referral and resource information on available community services, victims' rights, Office for Victims of Crime, etc to child and family;
- e. Facilitate referrals to prosecutor/other victim advocate as needed for court preparation;
- f. Answer phone calls or other requests from parents of abused children (or others concerned about an abused child) for referral and resource information (may include treatment referrals which may need to be coordinated with DCFS/CPS, explanation of the general investigative process, general prosecution process, referral to a victim advocate, referrals for crisis counseling for family and child, information on CJs and what they do, etc.).

4. Medical Exams: The CJC shall:

- a. Make referrals for forensic medical exam to CJC-affiliated providers as identified by Primary Children's Hospital (the Contractor for the CJC Medical Assessment Program); the Medical Assessment Program's referral policy is incorporated by reference and the parties agree that the policy may be amended by notice, in writing, as required to fulfill the purposes of the contract;
- b. In order to ensure appropriate medical care, pertinent Information including the type of abuse, details regarding injuries and the timing of the suspected abuse (along with the type of sexual contact) should be included in the medical referral. Medical providers should be updated if and when additional pertinent information becomes available.

5. Mental Health: The CJC shall:

- a. Provide information to caregivers about the importance of evidence-supported, trauma- focused mental health services for children;
- b. Make referrals to mental health providers that meet this criteria and in accordance with local county referral and procurement policies;
- c. Utilize the Care Process Model (developed by the University of Utah and Primary Children's Hospital) to conduct trauma screening for children.

6. Multidisciplinary Team (MDT) Meetings. The CJC shall:

- a. Develop and maintain a functioning and effective multidisciplinary team (MDT), including but not limited to LE, DCFS/CPS, prosecutor, medical provider, mental health provider, victim advocate, CJC representative, and other necessary professionals;
- b. Serve as an interagency coordinated response center;
- c. Have a written interagency agreement/MOU and MDT protocol that meets NCA's nationally recognized standards;
- d. Have written documentation describing how information is shared among the MDT and how confidentiality is protected;
- e. Provide routine opportunities for MDT to give feedback and suggestions regarding the operating procedures of the CJC and the MDT, including but not limited to the MDT OMS survey;
- f. Consult with the Program's Specialist for problem-solving and team building as needed.

7. Case Review. The CJC shall:

- a. Maintain written guidelines for case review procedures;
- b. Conduct/facilitate case review at least once a month to ensure informed case decisions are made, client outcomes are improved, interventions are coordinated, and obstacles to the investigation and service delivery are addressed;
- c. Ensure attendance by those actively working the case who are capable of making,

informing, and/or advocating for decisions, including but not limited to LE, CPS, forensic interviewer, prosecution, medical, mental health, victim advocate, and CJC.

8. Case Tracking. The CJC shall:

- a. Maintain and update AG Case Management System (CMS) promptly and accurately on a regular basis, at least weekly. Data must be entered by the 20th day of the month following the close of each quarter to ensure accuracy of the quarterly statistical reports;
- b. Enter data for every case, completing all required fields as outlined in the Program CMS User Guide; the User Guide is incorporated by reference and the parties agree that the guide may be amended by notice, in writing, as required to fulfill the purposes of the contract;
- c. Restrict notations maintained in the CMS. Other than documentation of staff activity, such as notations regarding date and outcome of appropriate family follow-up, CJC employees shall not make editorial comments, conclusions, or opinions within the CMS; CJs are government agencies and subject to the requirements of the Government Records and Management Act.

9. Training and Community Education: The CJC shall:

- a. Coordinate with the Program to ensure child forensic interview training is provided to LE, CPS, or designated interviewers who conduct or observe forensic interviews regularly at the CJC (and also reflects our new student criteria); maintain documentation as proof of training completion;
- b. Facilitate and coordinate training opportunities for CJC staff, LE, DCFS/CPS, prosecutors, and other allied agency professionals;
- c. Notify the administration of the Program, in writing and in advance, of any training offered or promoted by a CJC, with the exception of CJC employee training required by your County as a condition of employment;
- d. Provide public awareness presentations to local businesses, community groups, etc. on CJs and what they do;
- e. Coordinate with other agencies or persons who provide such presentations;
- f. Maintain relevant education materials for distribution;
- g. Facilitate and coordinate educational or informational meetings where LE, DCFS/CPS and other professionals can make presentations;
- h. Refrain from endorsing any third-party organization or keeping an organization's promotional or marketing materials in the center, unless otherwise authorized by the Program.

10. Organizational Capacity. The CJC shall:

- a. Provide management and supervision of center staff; provide financial reports as requested by state and in format requested by state; be fiscally responsible; maintain accurate accounting (receipt and disbursement) of all state monies, federal monies, county monies, private monies as well as an accurate accounting of in-kind services, items or other donations from state, county, federal and private sectors;
- b. Conduct criminal background screenings for all CJC employees and volunteers; comply with the requirements of the Volunteer Government Workers Act;
- c. Maintain abuse prevention policies that promote a safe environment, ensure appropriate supervision of children on the premises, and abide by mandatory reporting laws;
- d. Comply with the requirements of the Program's critical incident policy, which outlines the circumstances under which the CJC must notify the Program of incidents that may meet the definition of a critical incident; critical incidents include but are not limited to potential violations of local, state, or federal law;
- e. Participate in CJC directors meetings, State Advisory Board meetings, State Advisory Board committee meetings and any special appointments to committees by the State Advisory Board; and the CJC Symposium;
- f. Maintain a local advisory board, with appointees and designees serving a term or terms as designated in the board's bylaws; it is recommended that it be composed of the following people

from the county or area: 1) the local center director or the director's designee; 2) a district attorney or county attorney having criminal jurisdiction or any designee; 3) a representative of the attorney general's office, designated by the attorney general; 4) at least one official from a local law enforcement agency or the local law enforcement agency's designee; 5) the county executive or the county executive's designee; 6) a licensed nurse practitioner, physician assistant, or physician; 7) a licensed mental health professional; 8) a criminal defense attorney; 9) at least two members of the community at large; 10) a guardian ad litem or representative of the Office of Guardian Ad Litem, designated by the director; 11) a representative of the Division of Child and Family Services, designated by the employee of the division who has supervisory responsibility for the county served by the center; 12) if a center serves more than one county, one representative from each county served, appointed by the county executive; and 13) additional members appointed as needed by the county executive. The local advisory board does not supersede the authority of the contracting county;

- g. Schedule and facilitate local advisory board meetings; Send draft minutes of local board meetings to CJC Program within 45 days of each board meeting;
- h. Facilitate discussion at local levels with supervisors, local advisory board members and MDTs, of concerns and needs, and identify strategies to address those needs;
- i. Review MDT protocols, operating guidelines, and MOUs at least annually and update when necessary. If said documents have been updated in the course of the fiscal year, the CJC will provide updated documents by June 1st to the CJC Program;
- j. For employees funded by state monies, in whole or in part under this contract, the primary physical working location for the employee(s) shall be the CJC; for employees split between CJC/non-CJC functions, the CJC shall maintain documentation, including but not limited timesheets, to support costs allocated to the CJC.

11. Program Evaluation and Outcomes. The CJC shall:

- a. Ensure that all professionals conducting forensic interviews at the CJC participate in peer review at least twice a year. CJC must maintain documentation demonstrating completion of peer review;
- b. Ensure that CJC employees who provide victim services participate in a victim advocacy skills peer consultation with the Program's Specialist at least once a year and implement recommendations;
- c. Consult with the Program's Specialist on its case review process annually and implement recommendations;
- d. Participate in CMS data entry/quality assurance checks at least twice a year by the Program's Quality Assurance Analyst, and implement recommendations as needed;
- e. Offer initial and follow up Outcome Measurement System (OMS) surveys to caregivers seen at the CJC and consider ways to implement feedback; compliance shall be documented in the CMS;
- f. Administer OMS survey to MDT twice a year and consider ways to address/implement the feedback;
- g. If the CJC's performance is found to be lacking in any of the above areas, the CJC will coordinate with the Program for technical assistance to improve effectiveness.

12. National Practice Standards

- a. The Program utilizes nationally recognized minimum standards to inform the practice and policy of Utah's CJs and to determine the "substantial compliance" of the CJC with said standards;
- b. Training opportunities required under #9b shall reflect and take into consideration training requirements recommended under the standards;
- c. The AGO recognizes the membership categories of the National Children's Alliance (NCA), including accredited, associate, and affiliate membership, and utilizes said membership definitions as needed;
- d. Currently accredited centers shall be expected to maintain their accredited status to remain eligible for additional state funding. Eligible centers not yet accredited shall be encouraged to work with the Program to establish a timeline for becoming fully accredited.

13. Auxiliary Programs/Services. The CJC shall:

- a. Obtain prior written approval of the administration of the CJC Program for any service offered by or through a CJC, other than those specifically designated in this contract, in order to maintain the core functions of the state program, which is the facilitation and coordination of investigation and prosecution of child abuse and other cases where a child is a primary victim and that the CJC is a neutral, child friendly facility;
- b. Obtain prior written approval for the expansion of a CJC's service area, as that will require a contract amendment to incorporate said area;
- c. If the CJC fails to obtain said approval or implements a program or service that interferes or conflicts with the statutory purposes of the CJC Program, the Program may take appropriate action including warnings, reduction of funding, or termination of contract.

14. Fundraising.

- a. The CJC acknowledges the following guidelines as to what is allowable and unallowable with regard to CJC staff fundraising or assisting private, nonprofits on state paid time.
- b. Examples of allowable activities on state paid time:
 - i. giving public presentations about the CJC and answering questions about how/where they can help monetarily; attending a fund raising event to explain what a CJC does, etc.;
 - responding to a public request regarding the needs of the CJC; referring potential donors to a member of the Friends Board; attending local Friends Board meetings as a liaison to address local CJC needs;
- c. Receiving donations, monetary or otherwise; sending "Thank you" notes to contributors on behalf of the CJC (not Friends Board); writing grants for the CJC;
- d. CJC shall determine how monetary donations made directly to the local CJC are received, deposited, and tracked; Monies shall be maintained separately from county general fund accounts or otherwise clearly identified for the CJC;

15. Examples of activities and/or expenses that must be paid for with non-State monies:

- i. Contacting businesses or individuals, through any means, with the specific purpose of soliciting monetary or other donations; preparing and distributing fundraiser materials; gathering items from businesses or others for fundraising event;
- ii. planning, organizing, preparing, helping, or otherwise facilitating fundraising event other than attending as the CJC liaison;
- iii. doing any work of or for the local Friends Board including its finances, minutes, correspondence, billings, invoices, travel, etc.; promoting businesses who offer to contribute all or a portion of proceeds to local CJC;
- iv. hosting fund raising events where the primary purpose is to solicit and/or raise funding, goods, or services for local CJC (rummage sales, bakesales, dinners, dances, galas, festivals, barbeques, contests, etc.);
- v. costs of fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions.

16. The CJC agrees that no state monies will be used to compensate CJC employees for unallowable activities as identified in the guidelines and will maintain documentation regarding what non-state funds were used for said activities.

17. The CJC agrees that it will implement a specific plan to address costs of employees who engage in fundraising or work for private non-profit entities and provide a copy of the plan to the CJC Program upon request.

18. Acknowledgement

- a. CJC agrees to include the Attorney General's Office (AGO) logo and the following acknowledgement on printed and promotional materials, press releases, websites, and other digital media: "The (Name of CJC) is part of the CJC Program, administered by the Utah Attorney General's Office";

- b. In instances where the use of the written acknowledgment is restricted by space and/or format, the CJC will include the AGO logo.

16. Noncompliance

- a. The Program may take appropriate action including warnings, reduction of funding or termination of contract should there be noncompliance with any of the provisions of this contract.

ATTACHMENT C: CONTRACT COSTS

1. METHOD AND SOURCE OF PAYMENT: The STATE agrees to reimburse CONTRACTOR for costs authorized by this contract, by warrant drawn against the State of Utah, upon receipt of itemized billing for STATE authorized services provided and supported by information contained on reimbursement forms supplied by the STATE. Payment will be made quarterly, pursuant to submission by contractor on a timely basis. The CONTRACTOR will be paid for actual cost of service up to the contract amount. In accordance with Utah Code Ann. 67-5b-103, funding for centers is intended to be broad-based, provided by a line item appropriation by the Legislature to the attorney general, and is intended to include federal grant monies, local government monies, and private donations.
2. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: The CONTRACTOR agrees that if during or subsequent to the contract period it is determined by the STATE, through audit or ATTORNEY GENERAL'S OFFICE fiscal reviews, that payments to the CONTRACTOR were incorrectly reported or paid, the STATE may amend the contract and adjust the CONTRACTOR payment rates for the remainder of the contract period, or any renewal period. Any excess payments are, upon written request, immediately due and payable to the STATE. In addition, CONTRACTOR expenditures under this contract, determined by audit or ATTORNEY GENERAL'S OFFICE fiscal review, to be ineligible for reimbursement because they were not authorized by the terms and conditions of the contract, or that are inadequately documented, and for which payment has been made to the CONTRACTOR, will upon written request be immediately refunded to the STATE by the CONTRACTOR. The CONTRACTOR further agrees that the STATE shall have the right to withhold any or all subsequent payments under this or other contracts with the CONTRACTOR until recoupment of overpayment is made.
3. PAYMENT WITHHOLDING: The CONTRACTOR agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the STATE, the CONTRACTOR's record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold part or all payments under this or any other contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, the STATE agrees to notify the CONTRACTOR in writing prior to denial of payment of the reasons for the denial and of the actions that the CONTRACTOR will need to take to bring about the release of withheld payments.
4. BILLINGS: Billings and claims for services must be received within forty-five (45) days after the last date of service for the quarterly period billed. The final billing must be submitted within (10) days after the termination of the contract, due to the closeout of the State's fiscal year. Payment for final billings received more than ten (10) days after contract termination may be delayed or denied.
5. FINANCIAL AND COST ACCOUNTING SYSTEM: The CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with generally accepted accounting principles. At a minimum, the CONTRACTOR's accounting system shall provide for a General Ledger, and cost accounting records adequate to assure that costs incurred under this contract are reasonable, allocable to contract objectives, and separate from costs associated with other business activities of the CONTRACTOR. The CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.) which shall be stored and filed in a systematic and consistent manner. The CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of six (6) years after the expiration of this contract. The CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this contract, it is subject to an assessment for over-payment.
6. DEPARTMENT COST PRINCIPLES: The CONTRACTOR agrees to abide by Department Cost Principles as applicable to the contract.
7. NOTIFICATION OF THE INTERNAL REVENUE SERVICE: It is the Utah Attorney General's policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
8. RELATED PARTIES: The CONTRACTOR shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of the STATE. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the CONTRACTOR to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a contract:
 - a. The CONTRACTOR shall be defined to include all owners, partners, directors, officers of the CONTRACTOR or others with authority to establish policies and make decisions for the CONTRACTOR.
 - b. Persons and/or organizations shall be considered related parties when any of the following conditions exist:
 - 1) A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to the CONTRACTOR through blood or marriage, as defined by Utah Code Ann. Section 52-3-1 (d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
 - 2) An organization has in common with the CONTRACTOR either: a)

owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The CONTRACTOR is obligated to immediately call any contemplated or actual related party payment to the attention of the STATE. Upon notification of related party payment, the STATE may, at its discretion, require that the CONTRACTOR undertake competitive bidding for the goods/services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods/services provided afford the STATE a satisfactory level of quality and cost.

9. CHANGES IN BUDGET (*Cost Reimbursement Contracts Only*): The budget, presented in Attachment D, shall be the basis for payment. Expenditures in excess of those originally budgeted may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to the STATE. When the contract restricts expenditures within defined categories, any unapproved excess will be considered a questioned cost.
10. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA: If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract was increased by any significant sum because the CONTRACTOR furnished cost or pricing data (e.g., service code cost summaries, salary schedules, reports of prior period costs, etc.) which was not accurate, complete, and current, the price or cost shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action the STATE may or may not take in reference to such price reduction shall be independent of, and not be prejudicial to, the STATE's right to terminate this agreement.

Grand County		CHILDREN'S JUSTICE CENTER					FY23				
EXPENSE CATEGORY		REVENUE SOURCES									
		STATE CONTRACT		LOCAL GOV		FEDERAL		FRIENDS		OTHER	
		ONGOING/BASE	ROLLOVER/ONE TIME FUNDS	LOCAL GOV CASH	LOCAL GOV INKIND	NCA (FEDERAL)	VOCA/ OTHER FED	FRIENDS (CASH)	FRIENDS (IN-KIND)	OTHER PRIVATE FUNDING	
		TOTAL EXPENSE									
CATEGORY 1 - CAPITAL EXPENDITURES											
A. Capital Improvements	Building	0									
Total	Grounds	0									
CATEGORY 2 - PROGRAM OPERATING											
A. Personnel	Director	70,949	55,000		15,949						
	VISTA	4,000	4,000								
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
Total		74,949.00									
B. Benefits	Director	28,380	23,533		4,847						
	VISTA	14,500					14,500				
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
Total		42,880.00									
C. In-state Travel	Vehicle Lease (Local Travel to SJC)	7,000			7,000						
Total	Mileage (In State Travel)	5,000	5,000								
D. Space	Mortgage	0									
	Rent	0									
	Janitorial	1,000			1,000						
	Ground Maintenance	5,000							5,000		
	Building Maintenance	4,000			4,000						
Total	Property Taxes	0									
		10,000.00									
E. Utilities	Gas	0									
	Electric	2,000	2,000								
	Garbage	0									
Total	Water, sewer, etc	780			780						
		2,780.00									
F. Communications	Telephone	0									
	Cell Phone	1,500	1,500								
	Network Services	0									
	Internet Services	700	700								
Total	Postage	150	150								
		2,350.00									
G. Equipment / Furniture	Recording Equipment	0									
	Office Equipment	0									
	Computer Equip/Software	800	800								
Total	Furniture/Soundproofing	0									
		800.00									
H. Supplies	Office supplies / tapes	350	350								
	Medical	200	200								
	Program Service Supplies	3,350	3,350								
	Advisory Board Meeting	200	200								
	MDT Meeting	2,400	2,400								
Total	Client Emergency Funds	0									
		6,500.00									
I. Miscellaneous	Printing	0									
	Petty Cash	0									
	Miscellaneous Services	0									
	Miscellaneous Supplies	0									
	NCA Membership Dues	500	500								
Total	Insurance (premises/liability)	0									
		500.00									
J. Conference/Training	NCA Leadership Registration	0									
	Hotel, Per Diem, Travel	0									
	Misc Expenses	0									
	Symposium Registration	600	600								
	Hotel, Per Diem, Travel	1,500	1,500								
	Misc Expenses	0									
	Other Conf/Training Registration	0									
	Hotel, Per Diem, Travel	0									
Grand Total	Team Retreat Training	0									
		2,100.00									
K. Professional Fees and	Translation	0									
	Therapy Contracted Services	0									
	Contract Services	0									
Total		0									
		-									
TOTALS		154,859	101,783	0	28,576	5,000	0	14,500	0	5,000	
PERCENT OF TOTAL BUDGET		100%	66%	0%	18%	3%	0%	9%	0%	3%	